



County of Sonoma

Information Technology (IT) Resiliency Risk Assessment & Business Impact Analysis

REQUEST FOR PROPOSALS (RFP)

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

Information Technology (IT) Resiliency Risk Assessment & Business Impact Analysis

Proposals must be received no later than 2:00 P.M. on 2/26/2020.

A. INTRODUCTION/PURPOSE

Sonoma County seeks proposals to conduct a structured risk assessment and business impact analysis (BIA) to identify gaps and make recommendations for increased IT resiliency.

1. PROJECT BACKGROUND AND DESCRIPTION

Sonoma County California is home to over 500,000 residents. The County is governed by a five-member Board of Supervisors which sets policy and appoints the County Administrator to direct day-to-day government operations. Based in the City of Santa Rosa, California, the County employs a workforce of approximately 4,031 employees in more than 26 departments and agencies, in facilities located throughout the City and County. Additional information about the County can be accessed at:

<http://sonomacounty.ca.gov/Home/>

The Information Systems Department (ISD) is the primary information services provider to County departments. ISD infrastructure supports over 500 physical and virtual servers serving essential services including 911 call-taking and computer aided dispatch, public safety communications systems, Voice over IP telephone service, centralized networking functions, enterprise applications including email and financial systems, and over 200 line of business applications. Information technology services are also provided by technical staff in several departments.

Our community was deeply affected by wildfires in 2017 and 2019, and by major flooding in early 2019. These events have served to heighten awareness of potential loss that could result from a disruption of information technology services and gave impetus to establish the IT Resiliency Program. The services sought in this Request for Proposals are in alignment with the framework established by the Office of

Recovery and Resiliency, Strategic Priority CP4: Community Preparedness and Infrastructure, with the goal to “make County government more adaptable to provide continued services in disasters through comprehensive planning, a more empowered workforce, and improved facilities and technology.”

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

The supplier will deliver at least two reports to address requirements in two major phases. Phase 1 Deliverables will be due before 8/12/2020 and Phase 2 will be due before 12/11/2020.

PHASE 1

- 1) Conduct an assessment of current and future risks to County IT infrastructure and facilities and the potential impact to County services stemming from IT service outages;
- 2) Evaluate proposed technical designs developed by County staff to improve IT service resiliency, including network redesign and utilization of a cloud-based office productivity and collaboration suite (e.g. to replace Microsoft Office on-site systems), as well as to offer additional recommendations.

PHASE 2

- 3) Assess Sonoma County’s IT resiliency and cybersecurity capabilities in comparison to similar organizations, including staffing and the use of limited resources. Additional detail is found in the section labeled Scope of Work.
- 4) Provide organizational recommendations for a sustained program in Business Continuity to ensure effective emergency response, continuity of government, and minimal disruption to public services.

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

SUPPLIER QUALIFICATIONS

Relevant experience for suppliers to provide these services include:

- Support for public agencies such as County governments
- Support for public safety and emergency response
- Datacenter site selection, design, and moves
- Wide area network architecture and design
- Cloud computing architecture and cost forecasting
- Business Impact Analysis
- Enterprise Risk Assessment
- Cybersecurity
- IT Disaster Recovery Planning

- Business Continuity Planning

PROPOSAL SUMMARY

- Summarize your proposed engagement.
- Who are the key personnel and what are their qualifications?
- Provide a proposed implementation plan including description of activities and schedule for the project.
- How many individuals/hours of supplier effort do you anticipate?
- How many individuals/hours of County staff effort do you anticipate?
- Please provide a typical example of a report from a similar engagement.

SCOPE OF WORK

- **Identify critical systems and processes — conduct Business Impact Analysis and Risk Analysis:**
 - Identify critical systems and processes based on priorities such as life safety, public emergency response, statutory requirement, financial impact, etc.
 - Identify the potential impact over time resulting from an interruption of IT services in each of the County's essential services and critical business operations.
 - Identify the information technology systems that support County's essential services and critical business operations.
 - Recommend tiers for IT service recovery based on criticality, including recovery time objectives (RTOs) and recovery point objectives (RPOs).
 - Assess the risks for each of the County's critical IT infrastructure assets and facilities, and make recommendations to avoid or mitigate risks that could manifest themselves into an interruption of critical business functions.
 - Produce a report that compiles and summarizes the analysis of business interruption risk and impact, and a definition of recovery requirements for business functions and systems; align the BIA report with the terminology contained in a recognized international BCM standard, such as ISO 22301, NFPA 1600 or ASIS SPC.1-2009.
- **Assess County's existing IT Resiliency capabilities:**
 - Determine ability to recover critical IT systems and processes from significant business disruptions resulting from disaster events such as fire, flood, earthquake, cyberattack (including ransomware), or multiple events.
 - Identify areas of strength, gaps, and opportunities related to existing IT Resiliency capabilities, including protection of data and the ability to recover systems within defined timeframes.

- Compare current County IT capabilities to leading practices, and to pertinent regulatory requirements and industry standards, and to similar agencies such as counties and large cities.
- Assess staffing and use of limited resources.
- Conduct a review of our emergency procurement procedures and compare against like counties processes.
- Evaluate proposed technical designs developed by County staff to improve IT Resiliency, including for network architecture and server infrastructure, alternate data center site selection, and utilization of cloud based services for office productivity and collaboration. To safeguard County IT assets, details of the existing systems and proposed designs will be made available to qualified proposers via confidential communication.
- **Identify implementation requirements and methods:**
 - Identify gaps between recovery requirements outlined in the business impact analysis and County's existing IT recovery capabilities.
 - Identify activities and resources required to implement IT Resiliency and Business Continuity Management (BCM) programs, and to meet the recovery requirements identified in the BIA.
 - Produce two or more alternative implementation approaches to implementing the IT Resiliency and BCM capabilities, based on alternative levels of resources, risk tolerance and implementation methods, and high-level cost comparisons.

OPTIONAL SERVICES: BUSINESS CONTINUITY MANAGEMENT

Respondents are invited to propose services to extend the County's capabilities beyond IT Resiliency, which addresses the survivability of systems and infrastructure, to include Business Continuity Management (BCM), including the business processes used to respond to a disaster.

- **Develop IT Resiliency and BCM policies and standards:**
 - Provide organizational recommendations for a sustained program in Business Continuity to ensure effective emergency response, continuity of government, and minimal disruption to public services. Align these recommendations with existing frameworks used by Sonoma County Office of Recovery and Resiliency (ORR) and Department of Emergency Management.
 - Define program objectives, program structure and responsibilities for the IT Resiliency and BCM programs.
 - Identify critical success factors and key performance indicators for the IT Resiliency and BCM programs.
 - Define governance and oversight structure for the IT Resiliency and BCM programs.
 - Define processes and standards for key business IT Resiliency and BCM functions.

- Define processes for maintaining IT Resiliency and BCM program.
- **Initiate training and awareness:**
 - Develop a training and awareness plan to build knowledge and awareness of key participants and stakeholders around the IT Resiliency and BCM programs.
 - Construct training and awareness materials consistent with the training and awareness plan, and the policies and standards.
 - Deliver live training sessions to key participants and stakeholders of the IT Resiliency and BCM programs.
- **Conduct an exercise of IT Resiliency and BCM plan:**
 - Develop an exercise plan that will test the viability of IT Resiliency and BCM.
 - Construct exercise materials to be used by IT Resiliency and BCM for this exercise.
 - Facilitate the exercise.
 - Deliver an after-exercise report highlighting all successes and known gaps and inconsistencies with the plan, based on the results of the exercise.
 - Give a presentation to executive management on the exercise results and suggestions for improving County's IT recovery posture.

GLOSSARY OF TERMS

Activity - A process or set of processes undertaken by an organization (or on its behalf) that produces or supports one or more products and services.

Business Impact Analysis - Process of analyzing activities and the effect that a business disruption might have on them.

Business Continuity Management - Holistic management process that identifies potential threats to an organization and the impacts to business operations those threats, if realized, might cause, and which provides a framework for building organizational resilience with the capability of an effective response that safeguards the interests of its key stakeholders, reputation, brand and value-creating activities.

Risk Analysis - Process of identifying the risks to an organization, assessing the critical functions necessary for an organization to continue business operations, defining the controls in place to reduce organization exposure and evaluating the cost for such controls.

Recovery Time Objective - The period of time following an incident within which a product or service or an activity must be resumed, or resources must be recovered.

Recovery Point Objective - The point in time to which data is restored and/or systems are recovered after an outage.

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
1/15/2020	Release Request for Proposals
1/29/2020	Pre-Bid Conference
2/5/2020	Proposer's Questions Due by 5:00 p.m.
2/11/2020	County's Responses to Questions Due
2/26/2020	Proposals Due by 2:00 p.m.
3/4/2020	Proposals Evaluated by County
3/7/2020	Non-disclosure agreement sent to finalists to prepare for presentation and interviews
3/21/2020	Presentations and Interviews Conducted
4/28/2020	Notice of Intent to Award (<i>subject to delay without notice to proposers</i>)
5/12/2020	Board of Supervisors Awards Contract (<i>subject to delay without notice to proposers</i>)

E. PRE-BID CONFERENCE

An optional conference to discuss County IT Environment related to this RFP shall be held per the schedule.

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 DRBIA-RFP@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 Shane Lewis, Information Systems Department, 2615 Paulin 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 proposals. See registration instructions on the Supplier Portal link above.

Additionally proposers must submit (1) signed original, and ten (10) 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 **"INFORMATION TECHNOLOGY (IT) RESILIENCY RISK ASSESSMENT & BUSINESS IMPACT ANALYSIS"**.

Proposals shall be submitted to:

Shane Lewis
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:

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 will you do to guarantee continuity for all services.

Key Personnel

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

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.

Firm Description

Provide a description of the firm, number of years in business, and its core competencies.

SECTION III – PROJECT APPROACH AND WORK SCHEDULE

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project in two phases, Phase 1 before 5/25/2020 and Phase 2 before 8/23/2020 if possible. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.

Include your response to the Statement of Requirements as referenced in Section B., beginning on page 1.

Sample Reports

The submitted sample should represent the level of document quality control that would be recommended for this program.

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

SECTION VIII - ADDITIONAL INFORMATION

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

SECTION IX – CONTRACT TERMS

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

SECTION X – OTHER AGENCIES PROCUREMENTS

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

I. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience 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 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; 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.).
 - h. The 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

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:
 - 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.

NONLIABILITY OF COUNTY

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

PROPOSAL ALTERNATIVES

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

LOBBYING

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

FORM OF AGREEMENT

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

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

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

WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL

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

L. PROTEST PROCESS

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

M. LIVING WAGE

The contractor/franchisee/economic development assistance recipient shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage

Ordinance – affecting the services provided by this contract/franchise agreement. Without limiting the generality of the foregoing, the contractor/franchisee/economic development assistance recipient expressly acknowledges and agrees that this contract/franchise/economic development assistance agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the contract/franchise/economic development assistance agreement will be considered a material breach and may result in termination of the contract/franchise/economic development assistance agreement or pursuit of other legal or administrative remedies.

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

ATTACHMENTS

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Solicitation Form

Attachment D: Living Wage Responsible Bidder Form

Attachment E: Sample Insurance Requirements