

COUNTY OF SONOMA
DEPARTMENT OF HEALTH SERVICES
Public Health Division

Request for Proposals #20-011

**Addressing the Latinx COVID-19 Spike in Sonoma County:
A Holistic Community Outreach, Engagement, and
Wrap-Around Service Program**

DATE OF ISSUE: July 14, 2020
DUE DATE: July 20, 2020

County of Sonoma, Department of Health Services
Public Health Division
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<http://sonomacounty.ca.gov/Health-Services>



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Section 1: Introduction and Background

Introduction

Communities of color have disproportionately shouldered the cost of the COVID-19 pandemic in the United States and in Sonoma County. In Sonoma County, Latinx and indigenous workers make up the majority of essential personnel, and are more likely to live in expensive, unstable, and insufficient housing due to long-standing exclusionary practices at all levels of governmental and financial institutions. This has left a significant percentage of our community at higher risk of infection and transmission. At its peak so far, the Latinx spike in positive cases represented almost 80% of all cases, and 98% of cases in the 0-17 population. Together, our economy, our policy choices and existing systems result in the current situation: this community cannot shelter in place; they continue to work, sometimes in dangerous conditions, and at higher risk than those privileged to telecommute; and the path to access supportive resources to quarantine and isolate is difficult to navigate, bureaucratic, and unnecessarily complex.

The years of disaster and emergencies - the Sonoma Complex and Kincadee fires, flooding, the power shutoffs – have unmasked and exacerbated the depth and breadth of our community’s racial inequities. In May 2020, recognizing the ways in which such recent trauma and increased inequity would result in this disparate impact, the Department of Health Services (Department) established the Latinx Health Work Group in an effort to bring an equity lens to its emergency response. By bringing together and elevating the voices of community leaders and service providers to provide recommendations and strategies for improving the Department’s efforts, the Department facilitates the Work Group to bring community voices to the forefront in program design. By combining development and implementation of targeted strategies, strategic and focused resource allocation, and culturally-responsive service provision, the proposed project addresses the underlying inequities and creates the conditions to support the reduction of COVID-19 infection and transmission in the Latinx and indigenous language-speaking communities. The proposed project recognizes that many effective service providers exist throughout our County, and calls for a collaborative and coordinated approach. The proposed project also recognizes the County’s role to institutionalize its connection to these service providers with financial support and clear referral protocol.

Background

The Work Group identified a number of focus areas for its work with DHS. These areas include the development of culturally responsive engagement, outreach and education, as well as wrap around case management services. The Work Group’s efforts revealed an immediate need for community engagement, educational materials, and outreach efforts specifically designed to meet the needs of Latinx and indigenous language speaking workers and families, as well as employers of these community members. These strategies address prevention as well as isolation support to ensure that those who are awaiting COVID-19 results or after receiving a positive COVID-19 diagnosis receive the resources and services needed to comply with the order. The goal here is to present to Latinx and indigenous language-speaking residents an integrated system of social service and other resources, to support and recognize their important role in our community, and to create a stronger, healthier, and more unified Sonoma County. Both engagement and quarantine/isolation are important strategies in fighting the spread of the disease, but many in these communities are disconnected to our health and other social service institutions, and as a result, their health, and the health of the community, is at greater risk.

Grounded in the Latinx Health Work Group’s recommendations, the Department is looking to support the proposed efforts of a partnership of organizations, that together, is capable of providing

comprehensive, culturally-relevant, county-wide support for individuals and families impacted by COVID-19. The successful proposer(s) shall name a Project Coordinator to lead the collaborative or partnership. The successful proposer(s) should be experienced and able to connect people to culturally appropriate services that support their ability to comply with isolation and quarantine orders and recommendations related to COVID-19. These services include community engagement and outreach, as well as isolation care and support -- navigation and connection to financial assistance, food and nutrition assistance, legal guidance, and other services to create the circumstances that support individuals and families to stay isolated if they are positive, at-risk of, or are suspected of being positive for COVID-19, awaiting test results.

It is intended that the Department will designate a Designated Department Liaison to assist with effective referrals and to work with the proposer(s) to provide real-time data, information, and direction. The County intends to provide funding through December 30, 2020, with option to extend the funding in three-month increments for one additional year based upon availability of funds for COVID-19 activities and successful performance.

Philosophy and Approach to Services

The County values collective impact and seeks to fund multidisciplinary, integrated approaches between agencies working toward a common goal rather than compartmentalized, single focus services. The collective impact approach is premised on the belief that no single policy, government department, organization or program can tackle or solve the increasingly complex social problems we face as a society. The approach calls for multiple organizations or entities from different sectors to sublimate their own agenda in favor of a common agenda, shared measurement, and alignment of effort. Examples include strengthening identification and referral systems across agencies, leveraging funding, collecting shared data on common outcomes across programs to understand systems-level change, and co-locating or sharing the cost of staff across agencies to increase families' access to services. In times of critical need and reduced resources, the County has a responsibility to identify effective and sustainable systems-level solutions.

The County supports fair, accessible, and relevant services for families and individuals that promote equity and social justice. Proposers' approach to service provision should demonstrate: a commitment to self-reflection and lifelong learning; recognition of power and privilege as undeniable factors in relationships and acknowledgment of the expertise of each individual or community group as leader and educator on the content and nature of their culture/experience. Proposers should understand how the intersectionality of social categorizations such as gender, race, socio-economic status, immigration status, ethnicity, nationality, sexual orientation, family structural identities, religion, age, mental disability, physical disability, mental illness, and physical illness create overlapping and interdependent systems of discrimination and disadvantage; and have a commitment to naming biases, suspending judgment and redefining assumptions and cultural norms through a practice of cultural humility.

The County recognizes the profound impact that Adverse Childhood Experiences have on early brain development and long-term health and development outcomes (see: <https://www.samhsa.gov/capt/practicing-effective-prevention/prevention-behavioral-health/adverse-childhood-experiences>). According to the California Wellness Foundation's Center for Youth Wellness, Sonoma County residents have a higher rate of ACEs than the statewide average and research has shown that childhood trauma tends to be intergenerational. The County is committed to prevention-focused efforts to strengthen individual, family and community development and prevent or mitigate toxic stress in families and systems of care, and strongly values

and encourages the use of trauma informed policies and practices by agencies/individuals across sectors that support such said families and individuals in our community.

Section 2: Schedule of Key Dates

The following schedule of key dates is subject to change without notice to proposers.

Key Dates	Event
July 14, 2020	Release Request for Proposals
July 15, 2020 5:00 PM	Proposer Questions Due by 5:00 p.m.
July 17, 2020	County Responds to Questions
July 20, 2020 5:00 PM	Proposals Due by 5:00 p.m.
July 21, 2020	Proposals Evaluated by County
July 22, 2020	Finalist Interviews Conducted (if applicable)
July 23, 2020	Notice of Intent to Award

Section 3: Minimum Qualifications

The successful proposer(s) must be able to demonstrate:

1. Experience successfully providing culturally responsive and linguistically appropriate services and resources to our county's diverse individuals and families;
2. Through a collaborative approach, demonstrate capacity for service delivery across all regions of Sonoma County;
3. Experience collaborating with other community based organizations and a commitment to building a network of providers and resources;
4. Successful equity process design and delivery experience, ensuring cultural relevance of engagement and services;
5. Experience delivering engagement processes that seek to integrate the community's ideas into future design, service provision, and decision-making;
6. Experience and demonstrated capacity to serve the Latinx and indigenous language-speaking individuals and families who are currently or who are likely to contract, or come into contact with those who contract, COVID-19.

Section 4: Scope of Services

Specifically, DHS and the Latinx Health Workgroup are looking to partner with different organizations in a coordinated and collaborative manner, to reach and serve the Latinx and indigenous language-speaking communities. The successful proposer(s) are encouraged to submit proposals to:

- Develop, manage, and implement a culturally-responsive community engagement effort to connect people and communities to the institutions that serve them;
- Develop and manage a system to move from engagement to referral and connection with health providers and community based service organizations;
- Develop and manage an effective referral system between the DHS Public Health Division, other health providers, and community based service organizations;

- Oversee a system for providing culturally responsive services and resources to individuals and families awaiting a COVID-19 test result or who have received a positive test and who need support to safely comply with the accompanying isolation/quarantine order;
- Assess client need and risk including income, employment, housing, living conditions, access to food, transportation, medical care, and others;
- Identify resources to meet the needs and mitigate the risks outlined above, including resources that may become available or risks that may be uncovered as the landscape of COVID-19 changes;
- Develop and track metrics related to program outcomes including number of clients and families served, demographics, service utilization and “dosage”, quarantine/isolation order compliance, and health and well-being outcomes.

Tasks/Deliverables

Task 1: Project Administration and Coordination

The successful proposer(s) will be required to conduct weekly meetings, via phone, email or in person, depending circumstances, with the Dedicated Department Liaison and the Project Coordinator. During these meetings, Project Coordinator will update Dedicated Department Liaison on status of each of the contract tasks, including deliverables.

Task 2: Engagement and Outreach Program

Develop, manage, and implement a culturally-responsive community engagement effort in 20-40 vulnerable neighborhoods, including farmworker communities, hot spots, areas of focus, workplaces, or other gathering areas Engagers will work with Department Liaison to receive and then modify timely public information from the County’s Public Information Office to ensure cultural relevance in messaging and content. Engagers will be bilingual and bicultural, which includes English-Spanish and Spanish-indigenous language bilingualism.

Deliverables:

Project Coordinator will share the engagement plan prior to implementation for comments and approval. Project Coordinator will also track engagement, with a focus on achieving multiple engagements and ultimately, referrals to and connection with services, with community members. Project Coordinator will synthesize the information gathered and create an Engagement section within its reporting processes, due quarterly to the Department Liaison.

Task 3: Referral System Development and Management

The successful proposer(s) will develop and manage an effective referral system between the DHS Public Health Division, other health providers, and community based service organizations, utilizing the Project Coordinator and Department Liaison structure, as well as the community service organization(s). For a sense of the approximate scope of this work, as of the RFP release date there were approximately 800 active COVID-19 cases in Sonoma County representing an estimated 550 households. Additionally, for each case there are approximately three close contacts quarantining while they await a test. Not all of these households need support, but many may some level of support to quarantine/isolate effectively.

Deliverables:

Project Coordinator will develop and provide a set of criteria for Public Health nurses, Community Health Clinic partners, and other health providers (e.g. clinics, hospitals, and nursing homes) to

identify individuals and families for referral to the Project's community-based service organizations for isolation care and case management services. Project Coordinator will liaise with appropriate contacts on a regular basis to receive referrals.

Task 4: Client Intake, Assessment, and Service Program

The successful proposer(s) will develop and manage a process for client intake and assessment to support successful quarantine or isolation. Assessment will review income, employment status, housing needs, living conditions, access to medical home, access to cleaning supplies and personal protective equipment to support safely isolating in congregate situations, food, transportation, and others, as well as a minimum and maximum time for case management service provision. Proposer will also manage the process for providing identified needed resources in conjunction with community-based organizations.

Deliverables: Client intake form. Client case management tracking system, including management of contacts, communications, and medical follow up. System for tracking referrals, services identified, services connected, and services delivered.

Task 5: Client Data and Program Metric Tracking

The successful proposer(s) will create, develop, and track metrics related to program outcomes including number of clients and families served, demographics, service utilization and "dosage", isolation/quarantine order compliance, and health and well-being outcomes.

Deliverables: Quarterly reports from Program Coordinator to Department Liaison.

Section 5: Proposal Submittal Form

Form

Proposers must submit one (1) electronic PDF copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: <https://esupplier.sonomacounty.ca.gov>.

Due Date

Proposals must be received no later than 5:00 p.m. on the date indicated in Section 2. The proposal due date is subject to change. If the proposal due date is changed, all respondents to the original RFP will be notified of the new date. In addition, information will be posted on the Purchasing website.

Failure to meet the proposal submission deadline is considered an indisputable basis for disqualification. **Late proposals will not be accepted nor forwarded to the evaluation committee to be scored.**

General Instructions

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

1. The completed proposal shall be without alterations or erasures.
2. No oral or telephonic proposals will be considered.
3. The submission of a proposal shall be an indication that the proposer has investigated and understands and agrees with 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.

Section 6: Proposal Format and Content

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

Cover Letter

Proposals shall include a cover letter that includes the following:

- a. The proposer's name or DBA, full mailing address, e-mail address, telephone number, and the name of the primary contact person.
- b. The name, title, and organization of the individual authorized to bind the proposer into a contract with the County of Sonoma. 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.

Organizational Information

- a. In addition to the information provided in the Cover Letter, proposals shall provide the proposer's IRS status, number of years in business, core competencies, and a list of all contracts in effect with the County of Sonoma.
- b. 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.

Qualifications and Experience

6.1.1 Experience

Provide specific information in this section concerning proposer's experience in the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted, as appropriate.

6.1.2 References

Provide the names, addresses, and telephone numbers of at least three (3) references for whom similar services have been provided.

6.1.3 Letters of Support

If a collaborative proposal is submitted, provide letters of support from the entities included in the proposal.

6.1.4 Debarment

Disclose any debarment or other disqualification as a 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.

6.1.5 Cultural Responsiveness

Potential proposers must demonstrate an ability to provide culturally responsive services. Specifically proposers must disclose: (1) their previous experience with providing services to the diverse ethnic,

linguistic, sexual or cultural population to be served; (2) their current ability to provide the specific project services to the diverse ethnic, linguistic, sexual or cultural population to be served; and, (3) the specific outcome measures, qualitative and quantitative, which demonstrate that the project provides culturally and linguistically responsive services.

Project Approach and Work Schedule

6.1.6 Scope of Work

1. A narrative describing your partnership, including:
 - a. a comprehensive, plan through December 30, 2020 scalable for up to an additional year that specifically addresses the Tasks and Deliverables discussed in this document. Your plan should clearly describe key activities and goals, meaningful benchmarks and indicators of success, specific steps to achieve desired outcomes, and a realistic timeline.
 - b. Specific plans to meet the needs of clients either directly or through partnership with other organizations.
 - c. A detailed budget for your proposal.
 - d. In the case of a partnership of organizations, signed agreements or letters of intent executed between the organizations in your partnership detailing the division of responsibilities and resources, should your proposal be selected to receive funding.
2. Provide a schedule that will complete the project before December 30, 2020 with an option to extend the project in three-month increments through December 31, 2021. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
3. Identify the extent of any other County personnel apart from Dedicated Department Liaison deemed necessary, including key decision points at each stage of the project.
4. Provide outline and/or samples from previous projects.
5. Provide project organization and staffing, including an organizational chart identifying each member of the firm involved with the project. The chart shall show the organizational structure of the team and the specialty or position of each team member.
6. Discuss the type of any software that is anticipated to be used in the planning process.
7. Describe the level of quality control that you recommend for this project. What characteristics define this level of quality?

Cost

- a. Provide an itemized budget and budget narrative. The proposal's budget shall clearly state ALL of the costs, direct and indirect, associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, including recommended/required costs of cash or direct aid to clients.
- b. The project costs must be broken down 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 proposer's proposal.

- c. Please note the County will not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits.
- d. Please note where there may be a need for more flexible philanthropic or other unrestricted funding. There is a likely possibility to seek support from philanthropic dollars.

Identification of Subcontractors

Proposers shall identify all subcontractors or additional collaborators 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.

Contract Terms

Proposers must include a statement acknowledging their willingness to accept the Sample Agreement terms (Section 15 "Attachments") or identify specific exceptions to the Sample Agreement.

Insurance

Proposers must include a statement acknowledging their willingness to submit and comply with all insurance requirements as described in the attached Sample Agreement.

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/>

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements.

Additional Information

Include any other information you believe to be pertinent but has not been listed as required.

Section 7: Corrections and Addenda

- a. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below and notification given to all parties in receipt of this RFP.
- b. 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.

- c. Addenda issued by the Department 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 address in Section 6.1 of this RFP), if the proposer has previously submitted a proposal to the Department). Any oral communication by the Department's designated contact person or any other County staff member concerning this RFP is not binding on the Department and shall in no way modify this RFP or any obligations arising hereunder.

Section 8: Written 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 inquiries. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal and email notification. Questions will not be accepted by phone.

Questions should be sent via email directly to alegria.delacruz@sonoma-county.org and nora.mallonee-brand@sonoma-county.org.

Section 9: Selection Process

Content Review

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

Conflict of Interest

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 Department of the name of the County employee in the proposal.

Criteria

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
2. Experience, qualifications and expertise
3. Quality of work as verified by references
4. Cost
5. A demonstrated history of providing similar services to comparable entities
6. Completeness of proposal
7. Willingness to accept the County's contract terms
8. Any other factors the evaluation committee deems relevant

Purchasing Agent

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 this RFP, or modify and re-issue this RFP. Failure to furnish all information requested or to

follow the format requested herein may disqualify the proposer, in the sole discretion of the Department. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

Additional Information

The Department may, during the evaluation process, request from any proposer additional information which the Department 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.

Errors and Corrections

An error in the proposal may cause the rejection of that proposal; however, the Department may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the Department will consider the conformance of the proposal to the format and content required by this RFP, and any unusual complexity of the format and content required by this RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the Department may, at its sole option, correct an error based on that established content. The Department may also correct obvious clerical errors. The Department may request clarification from a proposer on any item in a proposal that Department believes to be in error.

Selection

The Department reserves the right to select the proposal which in its sole judgment best meets the needs of the Department. ***The lowest proposed cost is not the sole criterion for recommending contract award.***

Notification of RFP Results

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

Board of Supervisors

Generally, the firm selected 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.

Section 10: Finalist Interviews

If following initial screening the Department determines that finalist interviews are necessary, the evaluation committee may select those proposers deemed most qualified for this project for further evaluation. Interviews of these selected proposers may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

Section 11: Miscellaneous Provisions

Rights and Regulations

11.1.1 Commitment

The issuance of this RFP 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.

11.1.2 Reservation of Right to Reject

The Department reserves the right to reject any or all proposals or portions thereof if the Department determines that it is in the best interest of the County to do so.

11.1.3 Waiver of Deviation

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

11.1.4 Final Approval

All proposers submit their proposals to the Department 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.

11.1.5 Distribution Disclosure

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 Department, 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 Department 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.

The Department 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 Department 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.

Pre-Contractual Expenses

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

Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The Department 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

- 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 (Section 15: Attachments) 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 proposer's proposal.

Duration of Proposal

All proposals will remain in effect and legally binding for at least ninety (90) days.

Cancellation of Intent to Award; Time is of the Essence

Time is of the essence in awarding agreement(s) under this RFP. Unless otherwise authorized by County, the selected proposer will be required to execute an agreement with the County for the services requested within sixty (60) days of the Department'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 Department reserves the right to retract any notice of intent to award and proceed with awards to other proposers, 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 their 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.

Section 12: 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/>

Section 13: Protest Process

Any and all protests must be in writing and must comply with the timelines and procedures set forth at:

<http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>

Section 14: Web Site References

<http://www.sonoma-county.org/purchasing>

<http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Supplier-Portal/>

<http://sonomacounty.ca.gov/Departments-Agencies/Health-Services/>

Section 15: Attachments

Sample Professional Services Agreement

Sample Insurance Requirements

Living Wage Solicitation Form