



County of Sonoma

REQUEST FOR PROPOSALS (RFP)

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

Russian River Environmental and Economic Health and Resiliency- Brand Development and Marketing Campaign

Proposals must be received no later than 2:00 P.M. on March 17, 2021

A. INTRODUCTION/PURPOSE

The County is accepting proposals from qualified marketing and media companies to provide a branding and marketing campaign for the recovery and resiliency of the Russian River and its communities.

1. PROJECT BACKGROUND AND DESCRIPTION

The Russian River Resort area has been a vacation spot for the North Bay region and the world for more than 100 years. While this has brought great economic benefits, it also creates challenges based on poor stewardship and increasing popularity of the area. This project's ambitious goal is to shift the dynamic from thoughtless overuse to conscious stewardship for the benefit of all, promoting the Russian River as an environmental, cultural, and economic gem rich in natural beauty, deserving and needing of protection. In 2019 the region was hard hit by a flood which exacerbated the need for economic and environmental revitalization of the area.

This campaign addresses more than the environmental health of the Russian River. It aims to engage all stakeholders that encompass our economic strength and way of life. Solving issues raised by the flood require the collaboration of visitors, local businesses, and residents working together. This work product will create a central convening point and concepts to facilitate this engagement.

The work product from this Request for Proposal (RFP) will be used in:

- Campaigns educating and engaging residents, visitors, and organizations in stewardship of the area. Messages would include concepts such as keeping trash and human waste out of the Russian River and contributing to Russian River-area clean up and restoration projects. This will tie into broader Russian River Confluence projects as well where the Confluence is working in collaboration with stakeholder organizations for the health of the River.
- Online tools to support small businesses along the River tied into the eco-campaign, ideas include: promoting local retailers that participate with links to pick up or ship products that support the river economy, an online platform to connect people and businesses with

volunteer/sponsor/donation options for clean-up, educational, or environmental engagement projects.

- Eco-merchandise that will support the project goals, including keeping trash out of rivers, promoting the area, and supporting river businesses. Stickers, re-usable utensils, bags, products made of recycled plastic, non-plastic water bottles are a few suggestions.

About the Russian River

The Russian River watershed begins in the Mendocino County highlands and wends its way 110 miles to the mouth of the Pacific Ocean at Jenner in Sonoma County. A magnet for recreational users, the river is also the water supply 600,000 North Bay residents and the main artery of a 1,500-square-mile watershed.

It also faces a host of challenges over poor water quality and competing demands to support endangered fish, tourism, agriculture, water storage, flood control and diverse flora and fauna, including humans.

Challenges and problems include:

- Trash and dumping of a full range of materials from micro plastics to household goods
- Human and animal waste
- Run-off from agricultural and landscaping uses
- Competing demands for water, affecting flow levels
- Invasive plants
- Flood impacts, including on residences, businesses and infrastructure
- Algae blooms

The Russian River Marketing and Branding project is an important piece of efforts to engage and educate all of the beneficiaries of the Russian River to work together in protecting a healthy and sustainable future for the River, for all.

About Tourism in Sonoma County

Based on recent figures, the hospitality and tourism industry in Sonoma County:

- Comprises one out of every ten jobs – 22,700 jobs in total
- 85% of tourism businesses are locally owned
- 77% of tourism businesses are small (fewer than 25 employees)
- 43% have been in business for more than 20 years; 35% have been in business for 10 or fewer years
- Contributes \$2 Billion to the local economy
- Collects \$177.7 Million in local and state taxes

Promoting eco-tourism and engaging visitors in this project will be a big boost to Russian River businesses that were impacted by the 2019 flood and provide a resilience to future flood and other natural disaster shut downs, including through online sales and promotion.

About the Stakeholders

- I. **The Russian River Confluence** (the Confluence) was launched in 2017 with the leadership of Supervisor James Gore. Although progress was slowed by the fires, floods, and PSPS disruptions, the vision has not dimmed. Supervisor Lynda Hopkins has joined the effort with some new funding resources to address the environmental and economic resiliency of the region. With the challenges of the pandemic, the support of a thriving River ecosystem and the economy and communities that depend on its health are needed more than ever.

The Confluence is a multilateral effort to create a common vision and solutions-focused organization leading to action among the many governmental, nonprofit, and private groups concerned with the Russian River watershed and its constituencies. In the initial 2017 meeting, the Confluence convened state and federal water regulators; conservationists; river advocates; Pomo Indian tribal leaders, officials from Sonoma County parks, open space, agriculture and planning departments; city council members from Ukiah, Cloverdale, Windsor, Healdsburg and Sebastopol; Mendocino County and Sonoma County Supervisors. These stakeholders pledged a multilateral effort to sit down and forge a common vision for the river.

More information on the Confluence is [available here](#).

The Vision: A Russian River watershed that is healthy, vibrant, accessible and is the economic, environmental, recreational and spiritual heart of the region.

The Mission: Driving community action towards a healthy, resilient and regenerative Russian River watershed.

A goal of this RFP is to identify a proposal for brand development and a marketing campaign and tools that manifest, support, and amplify this vision and mission.

By its nature a collaborative project, the Confluence convenes and engages a wide range of stakeholders who are working on various River projects that the Confluence tracks, supports, and promotes. Initial stakeholders are discussed [here at the 2017 launch event](#).

The program dovetails into the work done by across the County by organizations participating in the Confluence such as Regional Parks “Recreate Responsibly” campaign, Sonoma County Tourism’s Eco-Tourism, the Sonoma County Water Agency education projects and many more. This project is intended to have input and support from the Confluence collaborators to roll out and sustain the project.

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

- A. **Messaging:** Create a messaging platform that will engage visitors, residents, and businesses in stewardship and promotion of responsible enjoyment of the River. Deliverable will be a detailed messaging document including overall organization messaging, programs and services with messaging to target audiences, and educational messages around the health of the Russian

River and how it impacts everything from the environment and tourism to business and economic recovery.

- B. Branding: Develop a visual brand to represent the Russian River based on the messaging platform. Create a brand style guide. The style guide should outline preferred ways to apply brand marks across platforms and products, including branded colors, logos, fonts, typography, file formats, avatars, collateral, etc.
- C. Online strategy: The Confluence and County currently each have functional websites with CMS. The ideal proposal will integrate proposal concepts and strategies as to website concepts, functionalities, and content for all such platforms. May include a branded URL concept, landing page, and content pages for the brand and campaigns, which may integrate with the existing Confluence website and other platforms. Note, this RFP does not seek website design or development. Instead, the RFP is for concepts and plans for how online platforms may integrate with the overall marketing and branding campaign. Deliverables may include:
 - Short term (launch + 6 months) roadmap of how to integrate branding specific pages, portal and content into current site(s), including a dedicated URL and landing page for this campaign.
 - Online strategy for the branding campaign.
 - Branded page templates that can be used on current platforms.
 - Long term (from 1 year anniversary to 3 years out) online strategy for website functionality and online communications.

Some examples of sites with similar missions and desired features: [Stewardship Network](#) [Parks Conservancy](#) [Keep Tahoe Blue](#)

- D. Plan for Media Relations for 6 months kicking off with brand launch to educate and promote the project:
 - Outline announcements for the period and communications strategy. Work to ensure that at least 1 announcement is made per month, not to exceed 2.
 - Media lists: at outset compile and deliver a competitive media analysis along with geographic and subject matter media lists. Update/tailor for each announcement along with FAQ and media outreach strategy.
 - Regular status reports including results.

Project Budget: Proposals for this RFP are expected to come in at approximately \$125,000, subject to negotiation.

Projects that may follow from the above foundation (not for bid on at this point):

Clean River Campaigns

Under Confluence leadership, ongoing clean up and educational campaigns that will integrate the brand and messaging material into each project marketing.

Business Resilience project

- Create and provide to merchants RR branded merchandise specifically developed for the health of the River – re-usable water bottles, bamboo utensils, reusable bags, recycled materials jewelry.
- Create an artist competition to develop some of the items, collaborating with Creative Sonoma of the EDB to run the competition.
- Include merchants through eco-promotion content, integrate with links to purchase through merchants or through Chambers of Commerce.
- Provide Point of Sale educational materials and media engagement in collaboration with merchants.

B. STATEMENT OF REQUIREMENTS – QUALIFICATIONS AND SERVICES REQUIRED OF SUCCESSFUL PROPOSER

One proposer may be a good fit for all of project elements below. Or there may be a collaboration between organizations to cover the entirety, such as one messaging/media firm and another visual design/website firm. Partnerships and collaborative proposals are encouraged, however we do require collaborators to submit one proposal together.

Statement of Qualifications

Proposals submitted must contain, at a minimum, the information described below. The evaluation of the proposals will include, but not be restricted to, these points. Please respond to each section in order, relating the responses in the same sequence as below to facilitate the review process.

Proposal Components (Required)

- Proposer background and experience.
- Describe your history, focus, organization and account management style.
- List of key accounts including all current tourism accounts, identifying any potential conflicts of interest.
 - Details of contracted client experiences within the last three years relevant to the services requested in this RFP.
 - References (minimum of three; maximum of five).
 - One (1) example of prior work product (e.g., project portfolio, etc.) demonstrating core competence in the qualifications and scope sought under this Request for Proposals
- Identify the staff person(s) who would be the appointed Account Manager(s), describe their qualifications, credentials, experience and responsibilities and specifically, work and experience on similar accounts
- How will you approach this project? Provide specific examples, including creative suggestions. Indicate whether the proposal is made as to any limited, specific scope, or if intended to meet all scope needs listed in this Request for Proposal.
- Synopsis of two to three major successes and/or failures, and learnings from each.
- Measures of Success: What do you consider success, and how will it be measured and tracked?
- Why you should win the account?

Cost Itemization

State all services that you would perform as part of the contract amount and list any services and/or costs that would not be included. Any additional routine monthly or future expenses that would be necessary for any elements of your proposal (e.g. estimated recurring website hosting and maintenance costs) must also be identified.

Conflict of Interest Disclosure

The selected proposer(s) will be required to notify County in advance of any real or potential conflicts of interest (including any that may be had by any proposer subsidiary or affiliated entity), including any potentially posed by new clients or opportunities the proposer may be considering. Proposals shall list all accounts (existing and/or prior), relationships, and other circumstances the proposer considers or perceives as a potential conflict should they be awarded a contract under this RFP.

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
February 19, 2021	Release Request for Proposals

February 25, 2021	Pre-Bid Conference
March 4, 2021	Proposer's Questions Due by 5:00 p.m.
March 9, 2021	County's Responses to Questions Due
March 17, 2021	Proposals Due by 2:00 p.m.
March 18-23, 2021	Proposals Evaluated by County
March 24-26, 2021	Interviews Conducted (if applicable)
April 9, 2021	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
April 20, 2021	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>
Project deliverables and timeline	To be finalized in contracting based on the parameters provided below in H. Proposal Submittal /4. Proposal format and contents/ Section III

E. PRE-BID CONFERENCE

An optional webinar conference to discuss this RFP and field questions will be held per the schedule.

Date: February 25, 2021, 2:00pm-3:00pm

Link to join: <https://sonomacounty.webex.com/sonomacounty/j.php?MTID=m1b5c4df065bf328f1f9bda99ce2092a2>

Meeting number (access code): 187 670 3061

Join by phone: 408-418-9388 United States Toll

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 RussianRiverRFP@sonoma-county.org. Questions will not be accepted by phone.

G. CORRECTIONS AND ADDENDA

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer

shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal. Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

H. PROPOSAL SUBMITTAL

1. FORM

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

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

2. DUE DATE

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

3. GENERAL INSTRUCTIONS

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

- a) The completed proposal shall be without alterations or erasures.
- b) No oral or telephonic proposals will be considered.
- c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

4. PROPOSAL FORMAT AND CONTENTS

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

SECTION I – ORGANIZATIONAL INFORMATION

Provide specific information concerning the proposer in this section, including the legal name, address and telephone number of the 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 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 at least three contact persons for whom similar services have been provided.

Debarment or Other Disqualification

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

SECTION III – PROJECT APPROACH AND WORK SCHEDULE

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project aside from the media before October 31, 2021, if possible, and with some deliverables received before Summer 2021, 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, above.

SECTION IV – COST OF SERVICE

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

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

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

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.

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 proposers.

2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the proposal.
3. Proposals will be evaluated using the following criteria:

Criteria	Description	Score
Project Understanding	Understanding distinguishes itself from others, and shows creativity, local familiarity, and grasp of all issues to brand the Russian River for stewardship by visitors and residents	20
Proposal Description	Proposal description is clear with strong evidence of careful planning, thought and research, and has potential to drive messaging in innovative, engaging ways.	20
Experience with Similar Projects	Proposal describes successful experience with similar projects. Input from named references.	15
Principal and Support Staff Qualifications	Project leader has significant experience and support staff qualifications are strong.	10
Budget	Budget accomplishes major activities to achieve extent of sought scope	15
Project Schedule	Schedule is appropriate and within the timelines cited in the RFP and	10
Other	Community engagement	10

4. The County 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 proposers 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 proposer selected by the Evaluation Committee will be recommended for award of this project, but that recommendation is not binding nor is County bound to award the project or any contract to any recommended proposer.

J. FINALIST INTERVIEWS

After initial screening, 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.

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. The 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 County's Board of Supervisors, after input from all stakeholders, including the Confluence.
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.

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 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 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 awarded contractor 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 the contract. Without limiting the generality of the foregoing, the contractor expressly acknowledges and agrees that the contract 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 will be considered a material breach and may result in termination of the contract or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: [Sonoma County Living Wage Ordinance](#)

ATTACHMENTS AND EXHIBITS

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Solicitation Form