



County of Sonoma

REQUEST FOR PROPOSALS (RFP)

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

Consultant Services to Prepare a Programmatic Environmental Impact Report (EIR) and Economic Analysis for the County of Sonoma's Comprehensive Cannabis Ordinance Update

Proposals must be received no later than 2:00 P.M. on June 20, 2022.

A. INTRODUCTION/PURPOSE

The County of Sonoma seeks proposals from qualified consultants or consultant teams to conduct a programmatic-level environmental analysis, pursuant to the California Environmental Quality Act (CEQA), and an economic analysis related to commercial cannabis land uses within unincorporated Sonoma County in support of County staff developing a new commercial cannabis land use ordinance. The programmatic-level environmental review would be used to inform policy decisions and, post-adoption, would also be used to expedite the site-specific permit application process by streamlining project-level environmental reviews. The economic analysis would be conducted concurrently with the Programmatic Environmental Impact Report (EIR), and would be used to inform policy decisions for the new cannabis land use ordinance.

1. PROJECT BACKGROUND AND DESCRIPTION

Project Background

The first comprehensive Cannabis Land Use Ordinance (Ord. No. 6189) was adopted under a Negative Declaration on December 20, 2016, amending Chapter 26 of the Zoning Code to include new definitions and establish special use regulations to allow commercial (and personal) medical cannabis cultivation, and commercial supply chain land uses in various zoning districts.

On October 16, 2018, the Board of Supervisors adopted Ordinance number 6245, amending Chapter 26 to allow adult use cannabis in Sonoma County in addition to medical use, enhance neighborhood compatibility with a 10-acre minimum parcel size for cultivation, add new definitions, and make minor non-substantive amendments to harmonize with California state law and regulations, where appropriate.

On May 18, 2021, the Board rejected the Planning Commission's recommendation to adopt a Mitigated Negative Declaration and a new County Code Chapter 38 to increase ministerial permitting for cannabis cultivation within Agricultural and Resource zoned parcels. The Board, instead, directed staff to bring

forth a timeline and resources plan necessary to undertake a comprehensive update of the cannabis program, including an update to the County Code and preparation of an EIR, as expeditiously as possible.

On September 28, 2021, the Board received a report summarizing results of community engagement conducted in August and early September, 2021, and provided direction to staff on overall goals and policy options for updating the Cannabis Ordinance and associated EIR.

On March 15, 2022, the Board adopted a Cannabis Program Update Framework to ensure consistency with the goals and objectives of the Board, to provide transparency to the public on what will be considered during development of the draft ordinance, and to function as a preliminary scope of work for potential consultants to inform their competitive proposals for the programmatic EIR.

Project Description

County staff are currently developing a new draft ordinance, which will be completed for environmental review prior to awarding of a consultant contract for the programmatic EIR and economic analysis. The preliminary project description for the RFP consists of the following:

1. Prior Board of Supervisors actions and staff reports, which provide overall goals and direction for the new cannabis ordinance under development:
 - 9/28/2021 Summary Report (Attachment E)
 - 3/15/2022 Summary Report, Resolution of Intention, and adopted Cannabis Program Update Framework (Attachment F)
 - The Cannabis Program Update Framework is neither intended to represent every aspect of the new ordinance nor every factor to be evaluated in the EIR, but is intended to be a concise set of guiding principles to direct development of the project description, CEQA alternatives, and the draft ordinance.
Framework Tenet 10. Environmental Analysis provides some key issues the County has identified for specific inclusion in the programmatic environmental analysis. Note that this list of key considerations is not meant to be a complete list of what the EIR should study.
2. Current Cannabis Land Use Ordinance (Attachment G)
 - Note that the Cannabis Program Update is a comprehensive review of the program. The current ordinance is important to review for CEQA baseline purposes. However, the ultimate ordinance amendment(s) may replace, expand on, or eliminate existing provisions in the current cannabis ordinance.
3. Public Comments (Attachment H)
 - Public comments submitted to the Board of Supervisors related to prior Board actions are included in item 1, above. However, many additional comments have been submitted to staff expressing concern with current and future cannabis land uses and their potential associated environmental impacts. The County requests these comments to be considered as informal EIR scoping comments for the purposes of this RFP. A formal Notice of Preparation and EIR public scoping process will be conducted as

part of the Scope of Work of this RFP, after the consultant contract for the programmatic EIR and economic analysis is awarded.

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

Staff have been directed by the Board to conduct a comprehensive review of the existing cannabis program, informed by analyses conducted in an Environmental Impact Report. The over-arching goals of the ordinance update effort are to:

- Improve neighborhood compatibility of cannabis land uses within the unincorporated county, and
- Simplify and streamline the permitting process by amending the ordinance to provide greater clarity, and by frontloading environmental review associated with the ordinance itself, and cannabis land uses county-wide, rather than focusing the bulk of environmental review on individual project applications.

The project includes: 1) Economic analysis to inform policy decisions; 2) Zoning Code amendments, as needed, to allow for comprehensive changes to the existing Cannabis Program; 3) General Plan Amendments, as necessary, to ensure the new ordinance remains consistent with the General Plan; 4) Potential rezoning through addition of new Combining Districts for Cannabis Inclusion Zones and/or Cannabis Exclusion Zones; and 5) A programmatic Environmental Impact Report.

The project is anticipated to be completed within a two-year timeline. The CEQA documentation for the project is targeted to begin in October 2022 and is expected to be completed by summer of 2024.

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

The following section summarizes the major tasks and expected deliverables for the Environmental Impact Report.

TASK 1.0 PROJECT MANAGEMENT

This task covers communication and coordination between the consultant and County staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the tasks for which the consultant is responsible. The proposal should identify the number of meetings anticipated and expectations for staff. Strategies or practices to ensure clear and timely communication and effective project coordination should be described. The consultant shall attend a kick off meeting with County staff; prepare a final scope, budget, and schedule in coordination with staff; and prepare a memorandum outlining communication expectations. Minutes from each formal meeting between County staff and the consultant shall be provided to County staff.

DELIVERABLES:

- Kick-off meeting
- Finalized project scope, budget, and schedule
- Communication memorandum
- Meeting minutes over the life of the project

TASK 2.0 ENVIRONMENTAL IMPACT REPORT

2.1 ENVIRONMENTAL REVIEW SCOPING

An Initial Study for CEQA is not necessary as Permit Sonoma has determined that an EIR is required. County staff will prepare the preliminary project description. The consultant shall prepare a draft Notice of Preparation (NOP) in consultation with staff, and shall also provide a list of recommended Responsible and Trustee State agencies to notify. After incorporating County review comments, the consultant shall finalize the NOP and prepare a presentation for use at a public scoping meeting. County staff will be responsible for distribution/mailing of all public notices and for transmission of all CEQA documents to the State Clearinghouse. The consultant shall attend public scoping meetings and collect public comment. Public comment shall be provided to the County in a format agreed upon prior to submittal of the comment. All final EIR deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- List of Responsible and Trustee State Agencies
- Notice of Preparation
- Scoping Meeting Presentation
- Attendance at Public Scoping Meeting (which may be virtual or in person or a combination)
- Written transcription of verbal public comments from Public Scoping Meeting
- List of comment letters and commenting entities, organized and formatted as agreed prior to comment submittal

2.2 DATA COLLECTION

Review the current Cannabis Ordinance, the Zoning Ordinance, the County's General Plan, Area/Specific Plans, Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones, County Geographic Information System (GIS) data layers, and all other available data sources relevant to the environmental analysis. The consultant shall also review all applicable and available County, regional, and State documents and data sources that may inform the environmental analysis. After completing a review of available data sources, the consultant shall prepare a list of data sources and a Methodology Memorandum for review and approval by County staff. The Memorandum shall outline the proposed significance thresholds and analysis methodology (such as software, modeling techniques, etc.) for each environmental resource topic to be addressed in the EIR. Note that the County anticipates that all environmental topics from the CEQA checklist would be included. All final EIR deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- List of data sources
 - Existing data sources
 - Data the consultant will collect for this project, and timeline for collection
- Methodology Memorandum to County Staff

2.3 TECHNICAL STUDIES

The County anticipates that standalone studies drafted by technical experts will be required for various environmental resource analyses, potentially including but not limited to: air quality and greenhouse gas

emissions, biological resources, cultural resources, hydrology and water quality (including a water supply analysis), noise, transportation and traffic (including a Vehicle Miles Travelled analysis), and wildfire. All technical studies will be included as appendices to the EIR. The consultant shall provide a list of proposed technical studies for review and approval by County staff. Note that County staff will conduct all tribal notifications; that component should not be included in any cultural resource studies. All final EIR deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- List of proposed technical studies, including responsible consultant (if a sub-contractor), and a timeline for draft study completion

2.4 ADMINISTRATIVE DRAFT EIR

The consultant shall prepare, in accordance with CEQA, an Administrative Draft of a program EIR. The EIR shall specifically address environmental concerns identified in the adopted Cannabis Program Update Framework, in addition to all environmental issues identified by the public and raised by Responsible and Trustee agencies during scoping. Prior to initiation of work for individual subject areas of the EIR, the consultant shall submit to the County for review and approval a Draft EIR annotated outline and a revised Methodology Memorandum incorporating any new information or necessary modifications identified during data collection and technical report preparation.

A Mitigation Monitoring and Reporting Plan, consisting of a separate list of all proposed mitigation measures, shall also be developed. Each measure shall include a brief discussion of the monitoring required, responsible parties, and timeframe for implementation.

County departments will coordinate and provide non-contradictory comments on the administrative draft. County staff will meet with the consultant, as needed, to discuss comments. Consultant shall revise the administrative draft, as required, and provide a clean copy for County staff to conduct a final review. All final EIR deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- Draft EIR annotated outline
- Methodology Memorandum, revised, if applicable
- Administrative Draft of Program EIR
- Mitigation Monitoring and Reporting Plan

2.5 DRAFT EIR

The consultant shall coordinate with the County to prepare public notices (Notice of Completion, Notice of Availability). County staff will be responsible for distribution/mailing of all public notices and for transmission of all CEQA documents to the State Clearinghouse. The consultant shall coordinate with County staff to compile all written comments received during the public review period for the Draft EIR, and shall provide a written transcription of all verbal comment from public hearing(s) on the Draft EIR. All final EIR deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- Draft EIR
- CEQA notices: Notice of Completion (NOC), Notice of Availability (NOA).

- List of comment letters and commenting entities, organized and formatted as agreed prior to comment submittal
- Written transcription of verbal public comments from Planning Commission hearing(s) on the Draft EIR

2.6 FINAL EIR

The consultant shall work with County staff to prepare responses to comments received during the EIR public review period and at public hearings. The consultant shall prepare an administrative draft of the Final EIR consisting of a summary of all verbal comments received during hearings on the Draft EIR, all written comments, responses to all comments as required by the State CEQA Guidelines, and appropriate corrections and revisions to the text of the Draft EIR, including a revised Mitigation Monitoring and Reporting Plan, if applicable. All written comments shall be numbered and any necessary changes to the text of the Draft EIR or the Mitigation Monitoring and Reporting Plan shall be highlighted, and responses keyed to the appropriate comment numbers. All final EIR deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- Final EIR – Administrative Draft
- Final EIR
- Mitigation Monitoring and Reporting Plan, revised as applicable

2.7 REVIEW AND ADOPTION

The consultant team shall attend public hearings conducted at the Planning Commission and Board of Supervisors to consider the Draft EIR and certification of the Final EIR. County staff will present the project at all hearings, but the consultant team shall be present, as needed, to respond to technical questions on the environmental analysis and findings.

Following approval of the EIR, the consultant shall make any required modifications, and shall prepare a complete administrative record. County staff will be responsible for distribution/mailing of all public notices and for transmission of all CEQA documents to the State Clearinghouse, including the Notice of Determination (NOD). All final EIR deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- Attendance at up to five public hearing including both the Planning Commission and the Board of Supervisors
- Final EIR and Mitigation Monitoring and Reporting Program
- Administrative Record

TASK 3.0 ECONOMIC ANALYSIS

Conduct an economic analysis to help inform policy decisions related to feasibility of project alternatives and mitigations. The analysis could include, but would not be limited to: evaluation of cannabis tax collection revenue and method(s); staffing costs to implement the program, including permitting, compliance inspection, and code enforcement; permit and inspection fees and other applicant-incurred costs to obtain permits and run permitted operations; and civil penalties.

Consultant shall review all available data sources to determine what is available and reliable and prepare a Methodology Memorandum for review and approval by County staff. The Memorandum shall provide a list of available data sources, identify any proposed data collection, and outline the proposed analysis methodology. All final Economic Analysis deliverables shall be provided in a fully remediated digital PDF format.

DELIVERABLES:

- List of data sources
 - Existing data sources
 - Data the consultant will collect for this project, and timeline for collection
- Methodology Memorandum to County Staff
- Draft Economic Analysis report
- Final Economic Analysis Report

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
May 20, 2022	Release Request for Proposals
June 2, 2022	Proposer’s Questions Due by 5:00 p.m.

June 9, 2022	County's Responses to Questions Due
June 20, 2022	Proposals Due by 2:00 p.m.
June 22, 2022	Proposals Evaluated by County
June 29, 2022	Interviews Conducted (if applicable)
September 9, 2022	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
September 20, 2022	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

E. PRE-BID CONFERENCE

No pre-bid conference is anticipated.

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 Crystal.Acker@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: <https://esupplier.sonomacounty.ca.gov/>. 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 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

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

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 before the fall of 2024, 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 3.

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 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)), the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at

<https://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.

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. Written Proposal;
 - b. Functional Requirements Cost
 - c. Supplier Demonstrations
 - d. Reference Checks

- e. 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.)
 - f. 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:

7. [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 AND EXHIBITS

Attachment A: Sample Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Solicitation Form

Attachment D: Sample Insurance Requirements

Attachment E: Prior Board Actions, 9/28/2021

Attachment F: Prior Board Actions, 3/15/2022

Attachment G: Current Cannabis Land Use Ordinance

Attachment H: Public Comments

Attachment I: County Guidelines – Noise, Visual Assessment, Traffic