

County of Sonoma

REQUEST FOR PROPOSALS (RFP)

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

Interim Housing Site Meal Preparation & Delivery Services

Proposals must be received no later than 2:00 P.M. on June 15, 2023.

A. INTRODUCTION/PURPOSE

The County of Sonoma Department of Health Services (Department) Homelessness Services Division is pleased to invite you to respond to a Request for Proposals (RFP) for Interim Housing Site Meal Preparation & Delivery Services. This RFP outlines the information necessary to understand the competitive selection process and the required documentation necessary for the submission of proposals. All interested proposers must meet the requirements specified in this RFP.

The Department reserves the right to issue an award under this RFP to a single or multiple organization(s), at its sole discretion. If the Department determines that no proposer meets the requirements of this RFP, the Department, at its sole discretion, reserves the right to reject all proposals.

The Department is an outcomes-based organization. All contracted services are required to support the Department's mission to promote, protect, and ensure access to services to support the health, recovery, and well-being of all in Sonoma County.

The Department anticipates entering into a multi-year contract with the successful proposers. The Department anticipates entering into a services agreement for up to two years based on the outcome of this RFP.

1. PROJECT BACKGROUND AND DESCRIPTION

The County of Sonoma operates the below interim housing sites to assist and care for persons at risk of homelessness or coming out of homelessness. The County wishes to engage contractors to provide meal preparation and delivery services for these sites. These sites are:

• The Compassion Shelter Site, an 87-tent managed encampment at 400 Administration Drive in Santa Rosa, California. This site serves as a temporary shelter for persons transitioning out of homelessness.

- Mickey Zane Place (the former Hotel Azura), a 44-room interim housing location at 635 Healdsburg Avenue, Santa Rosa, California. This location houses persons who are homeless and have been assessed as medically at risk for severe illness due to underlying chronic medical conditions or advanced age.
- The "Ballfield Trailers," a 26-space RV site located at the Sonoma County Fairgrounds at 909 Brookwood Avenue, Santa Rosa, CA that serves as temporary shelter for persons transitioning out of homelessness.

Sites May Change. It is likely that one or more of the above-noted sites will be closed or replaced with one or more other sites during the term of any contract with the provider. As such, respondents will be expected to adjust services and service locations as directed by the County.

The estimated term of this project is through **June 30**, **2025**, but the County reserves the right to contract for less than that time period.

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

The County wants to contract with local food vendor to prepare and deliver meals (which could be hot or cold), seven days a week, to guests at some or all of the County's interim housing sites for a designated number of meal periods per week. At the conclusion of this RFP, the County's goal is to contract with one qualified vendor to provide these services for up to the duration of the sites' continued operation. The County reserves the right to award single or multiple contracts.

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

Contractor will prepare regular meals, as well as the specific dietary-plan meals specified by the site's manager, in accordance with the County-specified number of clients per day. Contractor will transport and drop off all meals at County-designated sites. The total number of meals per site will be established by County by 12 PM the day prior to delivery, with no guarantees on the minimum or maximum number of meals to be ordered. The approximate client count may range from 40 - 150.

Contractor will meet the following requirements with all meals they provide.

- **General Meal Requirements:** Meals will be well-prepared, nutritionally balanced and varied daily with servings of meat, vegetables, and starches. Meals will be low in sodium and carbohydrates when possible. Each meal shall include one non-alcoholic drink. Depending on need and direction by County, contractor may be asked to supply hot dinners and also hot or cold breakfasts and lunches.
- Requirements for an individual meal size should be based on the USDA's nutritional guidelines:

2020-2025 Dietary Guidelines for Americans (link): Each meal should provide

approximately one third of the daily recommended food group amounts for a 2,200 Calorie level of pattern from the Healthy Eating Patterns Tables A3-2 for standard meals or A3-4 for vegetarian meals (located on pages 157-161). Each meal should also provide approximately one third of daily nutritional goals for 51+ year olds listed in Table A1-2 (located on pages 146-147).

- **Meal Safety Protocols:** Meals will be sealed and distributed in individual containers, with disposable eating utensils which are recyclable. Disposable serving utensils and warmers to keep food hot will be provided as needed.
- **Specialized Meals:** Contractor will prepare dietary-plan meals as specified by the site manager upon request. Requests by the site manager must be made twenty-four(24) hours in advance. Each dietary-plan meal must be labeled with the specific dietary needs accommodated. Examples of dietary restrictions are: diabetic meals; gluten free; nut free; dairy free, etc.
- **Permitting:** The location where the Contractor shall prepare these meals must be covered by the relevant food facility operating permits. Contractor must observe all Local, County, State, and Federal food safety requirements.
- **FEMA Requirements**: Contractor agrees to comply with all state, Local and Federal additional requirements and regulations.

Contractor must be able to prepare meals for all Interim Housing sites in Sonoma County and deliver those meals at scheduled mealtimes, as directed by County. Scheduled mealtimes are:

Breakfast: 8:00 am delivery Lunch: 12:00 pm delivery Dinner: 5:30 pm delivery

Contractors will indicate any area within the County for which they cannot prepare and deliver meals.

As part of the selection process, the selected contractor will be informed how often per week. The maximum number of guests at each site are provided for estimation purposes only and are no guarantee of a minimum number of meals to be ordered. Number of sites can increase or decrease based on the County's program parameters. Table below gives the number of current sites, current number of guests and maximum capacity of guests at the time this RFP was written.

SITE NAME	ADDRESS	CURRENT # OF GUESTS AS OF 4/26/2023	MAXIMUM # OF GUESTS
Mickey Zane Place NCS (formerly Hotel Azura)	635 Healdsburg Avenue Santa Rosa, CA	44	44
Sonoma Fairgrounds Ballfield	909 Brookwood Rd Santa Rosa, CA	40	52
The Compassion Shelter	400 Administration Drive Santa Rosa, CA	76	87

C. LOCAL PREFERENCE

The County's Local Preference Policy will not be applied to this Request for Proposals/ Solicitation, in accordance with federal restrictions which generally prohibit use of geographic preferences in federally funded procurements.

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 11, 2023	Release Request for Proposals	
May 25, 2023	Proposer's Questions Due by 5:00 p.m.	
June 1, 2023	County's Responses to Questions Due	
June 15, 2023	Proposals Due by 2:00 p.m.	
June 19-23, 2023	Proposals Evaluated by County	
June 26-27, 2023	Interviews Conducted (if applicable)	
July 17, 2023	Notice of Intent to Award (subject to delay without notice to proposers)	
August 1, 2023	Board of Supervisors Awards Contract (subject to delay without notice to proposers)	

E. PRE-BID CONFERENCE

Section Omitted

F. QUESTIONS

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all proposers. 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:

TO: <u>DHS-Contracting@sonoma-county.org</u>

SUBJECT LINE: RFP for Interim Housing Site Meal Preparation & Delivery Services

Questions will not be accepted by phone.

G. CORRECTIONS AND ADDENDA

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

1. Form

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

Provide a copy of a valid, current food facility operating permit.

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.

Include your response to the Statement of Requirements as referenced in Section B, beginning on page 2.

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.

Costs are to be broken down by:

- Date
- Location
- Description (Breakfast/Lunch/Dinner)
- Quantity (# of meals)
- Rate per meal
- Amount (Quantity times Rate)
- Delivery Fee by date

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 <u>https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/</u>, and the County's Web Site Accessibility Policy located at <u>https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-</u> <u>Accessibility-Policy/.</u>

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

- 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 will be evaluated using the following criteria.
 - a. Demonstrated knowledge and ability to transport and deliver meals 15 Points
 - b. Demonstrated knowledge and ability to prepare nutritionally balanced meals – 15 Points
 - c. Demonstrated knowledge and ability to prepare meals with specific dietary needs 10 Points
 - Demonstrated history of providing similar services to comparable entities 7 Points
 - e. Prepares meals in a facility that has a food operating permit 10 Points
 - f. Ability to observe all Local, County, State, and Federal food safety requirements 10 Points
 - g. Written Proposal 10 Points
 - h. Cost 35 Points
- 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 nonconfidential 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

- 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

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

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: <u>http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/.</u>

N. FEDERAL PROVISIONS – FEDERAL EMERGENCY MANAGEMENT AGENCY

Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit A, incorporated herein by reference. This Exhibit is subject to update at the time of contract award.

ATTACHMENTS AND EXHIBITS

Attachment A: Sample Agreement Attachment B: Living Wage Solicitation Form Attachment C: Sample Insurance Requirements Attachment D: FEMA Provisions for Contract Attachment E: American Rescue Plan Act Rider