



Sonoma County Waste Management Agency dba Zero Waste Sonoma

REQUEST FOR PROPOSALS (RFP)

Zero Waste Sonoma is pleased to invite you to respond to a Request for Proposals for

ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR A NEW HOUSEHOLD HAZARDOUS WASTE FACILITY

Proposals must be received no later than 2:00 P.M. on September 30, 2024

A. INTRODUCTION/PURPOSE

The Sonoma County Waste Management Agency, which is also known as Zero Waste Sonoma (ZWS) is soliciting proposals for architectural and engineering design services for the new household hazardous waste facility (HHWF) and offices. These services are crucial to preparing construction ready plans, specifications, and estimates (PS&E) as part of the construction bid package.

1. PROJECT BACKGROUND AND DESCRIPTION

ZWS currently extends household hazardous waste (HHW) disposal services through a 6,000 square foot facility based in Petaluma. However, for residents of the northern half of Sonoma County, this location is highly inconvenient due to significant travel distance involved. This deters proper HHW disposal among this population and elevates the risk of improper disposal techniques, which could detrimentally affect the environment and public health. ZWS purchased a property in Windsor, California with Assessor's Parcel Number (APN) 059-271-082 to construct a new HHWF and office building. There are three existing structures and a creek on the parcel. The proposed HHWF aims to mitigate these concerns by enhancing accessibility to HHW disposal services. Additionally, the inclusion of office and meeting spaces within the new facility is planned to facilitate administrative functions and support services, further promoting environmentally responsible waste management practices, and improving the overall efficacy of hazardous waste collection in the region.

The project involves salvaging materials from an existing cross-shaped building, demolishing three existing structures, and then constructing a new office building alongside a new HHWF. This initiative emphasizes environmental sustainability by reusing valuable materials and providing essential infrastructure for both administrative needs and safe HHW disposal.

2. DESIRED GOALS/OBJECTIVES/OUTCOMES

The intent of this RFP is to determine the proposed scope of the A&E Design Services. The agreement resulting from this RFP will be a Professional Services Agreement (PSA) for the A&E Design of the HHWF, with potential inclusion of offices depending on a subsequent cost comparison between incorporating offices in this project versus leasing separate office space. The selected Consultant should be prepared to evaluate multiple design alternatives and provide construction ready, permitted PS&E's by the end of 2026. Overall project objective is to complete construction of a larger HHWF by fall of 2028. The Consultant will determine the appropriate footprint necessary to construct a HHWF with approximately 66% more capacity than the existing HHWF in Petaluma while considering the constraints of the parcel. Attachment B details the maximum capacity of the 6,000 square foot HHWF in Petaluma. The project includes the deconstruction and demolition of existing buildings, and the construction of a new HHWF, with the inclusion of offices subject to further financial evaluation.

B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

The successful proposal shall include a project approach for the design of a HHWF, administrative offices, board room/education room, and kitchenette. The preference is a single-story building but should a two-story footprint be pursued, the Consultant shall provide an approach that mitigates fumes

from the HHWF transferring to the ZWS offices. The following is meant to guide the Consultant in crafting a proposal and not a comprehensive list of the project scope.

- **HHWF**
 - (10) Large outside bays, each large enough to shelter 40-yard roll-off dumpsters
 - (1) Kitchenette with a break room
 - (5) Cubicle workstations
 - Bathrooms, shower, and locker rooms as required by the California Plumbing Code
 - (1) Loading dock
 - (1) Explosive proof bulking room
 - (1) Reuse “store” where residents can take gently used HHW items

- **ZWS Office Spaces**
 - (4) Private Offices
 - (10) Cubicle workstations
 - (1) Boardroom to seat 10 people at front and room for audience
 - (1) Kitchen with a break room
 - Bathrooms as required by the California Plumbing Code

Anticipated Consultant services are listed below. However, it will ultimately be up to the Consultant to develop and evaluate project goals and propose a scope of services.

I. Planning/Environmental Services

The Consultant shall assemble and review all available information pertaining to the project, including but not limited to any ordinances, surveys, record maps, improvement plans, Town of Windsor construction standards, utility base maps, and Geographic Information System data layers. The Consultant shall provide the following services:

- a. Organize a virtual or in-person kick-off meeting with representatives from ZWS.
- b. Contact adjacent property owners or agencies that may be impacted by the project.
- c. Coordinate with utility providers to determine the location of existing facilities and avoid conflicts.
- d. Investigate and photograph the existing site conditions.
- e. Report conditions that could potentially affect design or construction of the proposed improvements.
- f. Participate in public outreach to inform residents of proposed improvements.
- g. Review the completed Phase I and Phase II Environmental Studies, soil sampling, and bridge assessments for this parcel.
- h. California Environmental Quality Act (CEQA) mandated environmental reviews.
 - i. Consider impacts of “Shiloh Business Park” on the adjacent parcel (APN 059-271-095).
 - ii. Conduct a bat survey and any other studies required by the Town of Windsor.
- i. Flood Design and Hydraulic Analysis in compliance with the “Flood Design Criteria and Hydraulic Analysis Requirements for Development Projects within the Town of Windsor” using the “Hydraulic Analysis Report Template for Development Projects within the Town of Windsor” located here:

<https://www.townofwindsor.com/1090/DocumentsStandards>

- j. Soil management plan for all earthwork construction and design of engineered barriers informed by the Phase II Environmental Study.
- k. Confirmation from the Regional Water Quality Control Board regarding the presence of permanent Storm Water Low Impact Design (SWLID) Best Management Practices (BMP) features on site.

II. Design Services

The Consultant shall provide the following services during the design phase of the project:

- a. Prepare a Bid Package for the Demolition and Deconstruction of the existing structure on site. This Bid Package shall be delivered prior to the design of the HHWF and offices.
 - i. Workplan for deconstruction/salvaging of materials in the existing cross-shaped structure, followed by demolition of the structure.
 - ii. Asbestos/Lead Survey of existing structures.
- b. Conduct an analysis of HHW materials to be received at the facility and develop mitigation strategies to protect ZWS staff from exposure while working at the HHWF or in office settings.
- c. Evaluate the location of existing utilities and advise on relocation. Notify and negotiate with utility companies.
- d. ADA compliant design in and outside the building.
- e. Prepare full size plans with a title sheet, plan sheets, standard details, etc. Submit project plans and documents for review at the following stages. For each plan set, furnish two full-size paper copies and a PDF file.
 - i. 100% Concept
 - ii. 25% Schematic Design (SD)
 - iii. 50% Schematic Design (SD)
 - iv. 100% Schematic Design (SD)
 - v. 25% Design Development (DD)
 - vi. 50% Design Development (DD)
 - vii. 75% Design Development (DD)
 - viii. 100% Design Development (DD)
 - ix. 50% Construction Documents (CD)
 - x. 75% Construction Documents (CD)
 - xi. 100% Construction Documents (CD)
- f. Prepare an accurate Engineer's Estimate of construction costs at a minimum of five of the design milestones listed above as determined by ZWS.
- g. Collaborate with all other consultants and contractors ZWS adds to the project team for constructability reviews and cost analysis.
- h. Obtain permits from the Town of Windsor.
- i. Prepare a Bid Package for the Construction of the new HHWF and offices.
 - i. CalRecycle grant will be pursued to cover the costs of HHWF equipment. PS&E must comply with the Environmentally Preferable Purchasing (EPP) outlined in <https://calrecycle.ca.gov/epp/>.
 - ii. Provide project approach to mitigate long lead times on equipment and materials.

- iii. Prepare technical specifications and bid schedule for inclusion in the project Special Provisions. The County will supply the front-end documents of the Special Provisions.
- iv. Prepare an accurate Engineer's Estimate of construction costs.
- v. Prepare an estimate of contract working days for construction.
- vi. Consider available budget in design alternatives. Provide recommendations to ZWS or contracted representative if construction or design costs are anticipated to exceed budget.
- j. Meet with ZWS or contracted representative as needed, with the frequency depending on project activity. At a minimum, the consultant should anticipate meeting biweekly.

III. Bid and Construction Support Services

The Consultant shall provide the following services during the bid and construction phases of the project:

- a. Assist with the bidding process by answering contractor questions, providing clarifications, and preparing contract addenda.
- b. Attend a pre-construction meeting with contractors and construction managers as needed.
- c. Respond in writing to Submittals and Requests for Information (RFI).
- d. Prepare Change Order plans if needed during construction.
- e. Meet with ZWS or contracted representative on an as-needed basis.

IV. Project Closeout Services

The Consultant shall provide the following services at the completion of the project:

- a. Participate in a final walk-through of the project as needed.
- b. Prepare the As-built Drawing from the Construction Manager's and Contractor's markups of the Record Drawing.
- c. Review and sign the As-built Drawing as the Engineer of Record.
- d. Prepare the engineer's statement per Title 22, Cal. Code Regs., section 66264.175(c).
- e. Provide a digital copy of project files to ZWS or contracted representative.
- f. Final deliverables shall include an AutoCAD drawing of the final design in DWG and PDF formats, the Engineer's Estimate in Microsoft Excel format, and Special Provisions in Microsoft Word format.

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
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August 21, 2024	Release Request for Proposals
September 9, 2024	Mandatory Pre-Bid Conference & Walk Through (5885 Pruitt Ave Windsor, CA 95492 at 10 a.m.)
September 11, 2024	Proposer's Questions Due by 5:00 p.m.
September 20, 2024	ZWS's Responses to Questions Due
September 30, 2024	Proposals Due by 2:00 p.m.
October 18, 2024	Proposals Evaluated by ZWS
October 21, 2024 – October 25, 2024	Interviews Conducted (if applicable)
November 4, 2024	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
November 21, 2024	ZWS Board of Directors Awards Contract <i>(subject to delay without notice to proposers)</i>

E. MANDATORY PRE-BID CONFERENCE

A conference to discuss questions related to this RFP shall be held per the schedule. The pre-bid conference will be in-person and mandatory.

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 ZWS's Request For Proposals webpage and email notification. Questions should be sent via e-mail directly to SPI-Capital-Projects@sonoma-county.org addressed to Soojin Park. Subject line of the email to read: "ZWS HHWF – RFP Questions". 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 via e-mail directly to SPI-Capital-Projects@sonoma-county.org addressed to Soojin Park. Subject line of the email to read: "ZWS HHWF – *Company Name* Proposal". The link to this RFP and associated documents is: <https://zerowastesonoma.gov/agency/requests-for-proposals>. Hard copy, faxed, and/or emailed submissions will not be accepted.

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) 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 ZWS, including all terms and conditions contained within this RFP.
- c) To maintain uniformity in the evaluation process, proposals shall be limited to a maximum of sixty (60) pages including all attachments. Paper size shall be limited to 8 ½ inch by 11 inch size in the proposals except for figures and tables for which 11 inch by 17 inch may be used. The text font shall not be smaller than size 11 except within any tables included.

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 ZWS 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.

Organization Chart

Provide an organization chart which identifies each member of the firm involved with the project. The chart should show the organizational structure of the team and the specialty or position of each team member. Include all Sub-Consultants and specialty that would be utilized on the project.

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 project, how it will function on a day-to-day basis throughout the project, 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 project.

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. List all work completed for ZWS or the County in the past 5 years. Examples of completed projects, as current as possible, should be submitted, as appropriate.

References are required.

Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

Debarment or Other Disqualification

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

Firm Description

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

SECTION III – PROJECT APPROACH AND WORK SCHEDULE

Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project before July 10, 2028, 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 and ZWS 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 2.

SECTION IV – COST OF SERVICE

The proposal shall clearly state ALL 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 SUBCONSULTANTS

Proposers shall identify all subconsultant they intend to use for the proposed scope of work. For each subconsultant listed, proposers shall indicate (1) what products and/or services are to be supplied by that subconsultant and, (2) what percentage of the overall scope of work that subconsultant will perform.

SECTION VI – INSURANCE

The selected proposer will be required to submit and comply with all insurance as described in Insurance Template 5 (Attachment C). 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 ZWS-managed or ZWS-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.

I. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by ZWS or ZWS representative for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.

2. ZWS or ZWS representative 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 ZWS or ZWS representative employee who may be involved in the selection process shall advise ZWS or ZWS representative of the name of the ZWS or ZWS representative 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. Project approach indicating an understanding of the scope of work – 25%;
 - b. Assembly of a full project team to provide architectural, engineering, and specialty consulting services – 5%;
 - c. Demonstrated history and ability to perform the services described to comparable entities as verified by references included and excluded in the proposal response – 20%;
 - d. Past performance on Sonoma County projects or other projects of similar nature and complexity as the proposed Project – 20%;
 - e. Qualifications, overall experience, and recent experience on similar projects of personnel specifically assigned to the proposed Project – 20%;
 - f. Costs relative to the scope of services – 10%;
4. The Executive Director 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 ZWS or ZWS representative. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. ZWS or ZWS representative may, during the evaluation process, request from any proposer additional information which ZWS or ZWS representative 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, ZWS or ZWS representative may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, ZWS or ZWS representative 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, ZWS or ZWS representative may, at its sole option, correct an error based on that established content. ZWS or ZWS representative may also correct obvious clerical errors. ZWS or ZWS representative may also request clarification from a proposer on any item in a proposal that ZWS or ZWS representative believes to be in error.
7. ZWS or ZWS representative reserves the right to select the proposal(s) which in its sole judgment best meets the needs of ZWS and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** ZWS also makes no guarantee of any or equal amounts of work. ZWS or ZWS representative further reserves the right to reject any or all proposals for any reason, including,

without limitation, ZWS'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 Directors 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 ZWS, and ZWS 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. ZWS reserves the right to reject any or all proposals or portions thereof if ZWS determines that it is in the best interest of ZWS to do so.
3. ZWS or ZWS representative may waive any deviation in a proposal. ZWS'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. ZWS reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. ZWS further reserves the right to award the agreement to the proposer or proposers that, in the ZWS's judgment, best serves the needs of ZWS.
4. All proposers submit their proposals to ZWS with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Board of Directors.
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 ZWS or ZWS representative, 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. ZWS or ZWS representative will consider a proposer's request for exemptions from disclosure; however, ZWS or ZWS representative 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. ZWS or ZWS representative 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 ZWS or ZWS representative 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 ZWS, its officers, representatives, 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 ZERO WASTE SONOMA

ZWS shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. ZWS 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. ZWS reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the ZWS'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 Directors, or any employee of ZWS, 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 ZWS shall have any effect until a contract has been approved by the ZWS Board and signed by both parties.

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 ZWS'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 ZWS'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 ZWS or ZWS representative, the selected consultant will be required to execute an agreement with ZWS for the services requested within sixty (60) days of ZWS's notice of intent to award. If agreement on terms and conditions acceptable to the ZWS 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 ZWS, ZWS 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 directly affected party who is aggrieved in connection with the solicitation or award of a contract may file a protest regarding the procurement action. Such protest must be filed in writing with:

County of Sonoma
Attn: Soojin Park
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

Protests must be filed within seven (7) calendar days from the date notice of intent to award is issued by the procuring department. Failure to timely file a protest shall constitute a waiver of any right to protest. Untimely protests will not be accepted or considered. Any protest shall:

- State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
- Identify the remedy sought.

ATTACHMENTS AND EXHIBITS

Attachment A: Sample Agreement

Attachment B: Petaluma HHWF Capacities

Attachment C: Insurance Template 5