



## County of Sonoma

### REQUEST FOR PROPOSALS WITH QUALIFICATIONS (RFP)

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

### **Supplemental Food Catering Services RFP with Qualifications**

Proposals must be received no later than 2:00 P.M. on July 9, 2025.

County of Sonoma, Department of Health Services  
Administration Division  
1450 Neotomas Ave, Suite 200  
Santa Rosa, CA 95405  
<http://sonomacounty.ca.gov/Health-Services>



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## **PART ONE – RFP INFORMATION**

### **I. INTRODUCTION/PURPOSE**

The County of Sonoma (County) Department of Health Services (Department) is inviting qualified food service providers to respond to a Request for Proposals (RFP) for Supplemental Food Catering Services. The Department is interested in securing one or more Master Service Agreement(s) for ongoing supplemental food catering services on an as needed basis for various sites and events. 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. Proposers must have qualified staff on hand for this project and be ready to begin work on the date this project is initiated.

The Department reserves the right to award in any manner determined to be in the best interest of the department including but not limited to issuance of an award under this RFP to a single or multiple individual(s) and 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 any and 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.

An extension in contract amount and term may be granted depending on available funding and contractor performance, subject to County Board of Supervisors' approval.

### **II. PROJECT BACKGROUND AND DESCRIPTION**

The Department has historically needed supplemental food catering services at various times. These services have caused the Department to contract with agencies on a one-by-one basis per need. The process of individual procurements and individual contracting practices to secure the same sort of service has proven as inefficient and produced inconsistent results. To increase efficiency, while preserving and maximizing staff time and effort, the Department is now seeking to establish a Master Agreement with one or more contractors to provide supplemental food catering services on an as-needed basis, through this RFP based on qualifications procurement process. The Master Agreement will contain dependent related and associated Task Orders that will outline assorted food catering services and will be approved between the Department and the contractor based on an initial quote request. Details on the process of Master Agreements and related Task Orders is covered later in this RFP.

Examples of historical supplemental food catering services include but are not limited to the following:

- Departmental events;
- Departmental advisory or planning committee meetings or events;

- Increased supplemental meal service for various interim shelter sites;
- Planned responses requiring supplemental food catering services at various sites; and
- Larger gatherings of County staff, stakeholders, or partner agencies.

### III. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Qualifications, which amendment shall be issued to all parties by the Department issuing this proposal.

Date	Event
May 28, 2025	Release Request for Proposals
June 11, 2025	Optional Pre-Bid Conference
June 18, 2025	Proposer's Questions Due by 5:00 p.m.
June 25, 2025	County's Responses to Questions Due
July 9, 2025	Proposals Due by 2:00 p.m.
July 2025	Proposals Evaluated by County
TBD	Interviews Conducted (if applicable)
August 2025	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
September 2025	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

### IV. DESIRED GOALS/OBJECTIVES

The Department seeks to establish a Master Agreement with one or more qualified, local food service contractor(s) who will provide flexible and reliable supplemental food catering services in response to the Department's dynamic needs. The overall goal is to ensure the Department has access to high-quality, pertinent, and timely meal services. Supplemental food services include hot and cold meals, for a variety of circumstances, including but not limited to supplemental interim shelters, special catered events, planned responses, or any other changing food service requirements as directed by the Department. Details of minimum qualifications and general description of scope of work follows.

### V. DEFINITIONS OF TERMINOLOGY

**Proposer:** Any person, corporation, or partnership which chooses to submit a proposal.

**Contract:** An agreement for the procurement of items of tangible personal property or services.

**Contractor/Consultant:** The proposer that will be selected to provide goods or services.

**Fiscal Year:** The County fiscal year, starting on July 1 of each year and ending June 30 of the following year.

**Mandatory:** The terms “must”, “will”, “shall”, “is required”, or “are required” identify a mandatory item or factor.

**Master Service Agreement:** A type of agreement with a selected contractor governing particular services on an as-needed basis and services requested by the Department and detailed in associated Task Orders.

**Qualified Proposer:** A Proposer is considered Qualified if they submit a proposal that satisfactorily addresses the information requested, provides evidence of sufficient organizational and financial resources to ensure viability, documentation of experienced management and trained personnel, and a narrative that provides assurance that services will adequately serve the needs of the County of Sonoma.

**Request for Proposals (RFP):** All documents, including those attached or incorporated by reference, used for soliciting proposals.

**Review Panel:** A committee composed of consumers, providers, and County staff that will be responsible for review and evaluation of the proposals received from Qualified Proposers.

**Statement of Qualification:** A required form with proposer answering specific questions which will form the basis of scoring and evaluation of all submitted proposals.

**Task Order:** An individual request for services, per event or occurrence, as requested by the Department. Each Task Order will contain its own “Not to Exceed” maximum budget amount, budget breakdown, funding sources, and scope of work. Each Task Order must fall within the governing provisions of the Master Agreement and may have its own start and end date, which must fall within the full term of the Master Agreement. A Sample Task Order form is included as Attachment C.

## VI. PROPOSER MINIMUM QUALIFICATIONS

The successful proposer(s) must possess the minimum qualifications listed below. Failure of the proposer to demonstrate that they possess these minimum qualifications may cause the proposal to not be considered for award of a contract.

- a. Experience and qualifications as a professional food services caterer.
- b. Ability to provide price quotes for food catering services as requested by the Department per event, location, or occurrence on an as-needed basis with a specific turn-around time communicated by the County.
- c. Demonstrated ability to provide culturally competent catering services per event, location, or occurrence.

- d. Sufficient English/Spanish bilingual staff to serve the needs of the Department's multilingual client populations.
- e. Ability to comply with food safety certifications and provide evidence of compliance upon request by the Department. This includes adherence to the local health department's guidelines for food service operations.
- f. Ability to prepare and deliver food in a manner that ensures its safety, including maintaining proper temperature controls for hot and cold meals.
- g. Ability to maintain minimum sufficient staffing ratios or be able to enlist staffing assistance on an as-needed basis, and as requested by the Department.

## VII. CONTRACTOR REQUIREMENTS (SCOPE OF WORK)

### A. PRE-TASK ORDER QUOTE REQUEST - DEPARTMENT STEPS

The Department will identify a need for services and submit a request for quote to the contractor. The Task Order request for quote will contain all details needed for the Contractor to properly quote and plan services, menu and costs. A Sample Task Order form is included as Attachment C. Task Order requests may include:

- Estimated number of people to be fed, or instructions on process and timing to determine number of people to be fed.
- Days of service, and/or schedule of service, if multiple days are involved.
- Times of service.
- Location(s) for catering delivery.
- Any special dietary needs and specific number of attendees requiring those needs, or instructions on process and timing to determine special dietary needs.
- Any special instructions for delivery at event location, venue specifics or availability of kitchen facilities.
- Requested service tier from the list of tier descriptions outlined below (*Tier 1, Tier 2, or Tier 3*):

#### *(1) TIER 1 CATERING SERVICES*

- Includes **one main course, one side, one drink, and necessary utensils**. (either hot or cold meals)
- Ideal for **daily basic meal service** (e.g., interim shelters).
- **Does not include serving staff time.**
- May require catering service at **multiple sites**.
- May feed **more than 10 but less than 100 attendees** per site.
- Contractor **may choose the menu per meal**.
- May involve **multiple deliveries per day**.

*(2) TIER 2 CATERING SERVICES*

- Includes **two or more courses, applicable drink(s), and utensils.** (either hot or cold meals)
- Ideal for **short-term, small-scale events (1-3 days)** (e.g., multi-day conference).
- **Does not include serving staff time.**
- Will be delivered at **one specific site.**
- Will feed **more than 100 but less than 400** attendees per site.
- May have a **requested food theme menu** (e.g., Barb-q, light lunch, sandwiches and salads).
- May include **up to two deliveries per day.**

*(3) TIER 3 CATERING SERVICES*

- Includes **customized meals for large groups, applicable drink(s), and utensils.** (either hot or cold meals)
- **Single-day event.**
- Ideal for **one-time fully customized event.**
- May **include serving staff time.**
- Hosted at **a single site with up to 500+ attendees.**
- The Department may fully **customize a requested food theme menu** in greater detail.
- May include **up to three deliveries per day.**

**B. PRE-TASK ORDER QUOTE REQUEST - CONTRACTOR STEPS**

- Contractor will respond to the Department with a full cost breakdown matching the Department request. The quote should include a “maximum total amount”, or “not to exceed amount”, which includes any special costs such as staff time or delivery fees, if needed.
- The Department will then issue and execute a Task Order with the Contractor containing a budget and scope matching the quote.
- The Department will assign a Task Order # to the executed Task Order.
- Contractor cannot proceed with catering service or billing for service until a fully executed Task Order is provided by the Department to Contractor.
- Contractor will not require any pre-paid fees or deposit fees.
- Contractor will reference the executed Task Order number on all invoices for services completed.

**C. MEAL PREPARATION AND DELIVERY**

- The contractor will be responsible for preparing both hot and cold meals as requested by the Department as outlined in the executed Task Order(s).
- Contractor is responsible for ensuring appropriate portion sizes per person/per meal.

- The contractor must ensure that meals are prepared in accordance with health and safety standards.
- Meals must be packaged appropriately to maintain food safety and quality during transport and must include appropriate utensils as needed.

The contractor will be responsible for the timely delivery of meals to locations outlined in the executed Task Order, including interim shelters, special events, and/or based on the Department's needs. Delivery must be prompt, ensuring meals are available when and where required.

**D. FLEXIBILITY AND SCALABILITY**

- The contractor must be capable of scaling meal service provision up or down, depending on the number of people served at various locations and times. This includes handling sudden increases in demand during emergencies or special events and adjusting services according to homeless shelter population changes.
- The contractor should be prepared to fulfill changing meal requirements and adapt to shifting schedules or locations on short notice as communicated by Department.

**E. MULTIPLE DELIVERY LOCATIONS**

- The contractor must be able to prepare, package, and deliver meals to various locations within the County, including both current and future homeless shelter locations, special event venues, or any other location listed within the executed Task Order.
- The contractor should be equipped to handle multiple delivery points simultaneously if needed.
- The contractor must provide any delivery fees, such as mileage and serving staff time, as a flat rate as part of their pre-task order quote.

**F. SPECIAL DIETARY NEEDS AND ACCOMMODATIONS**

- The contractor will be required to accommodate special dietary needs for various populations, including but not limited to vegetarians, individuals with food allergies, those requiring gluten-free options, and other medical and/or religious dietary requirements.
- The contractor will be required to provide menus and meal plans that meet these dietary requirements and provide clear labeling of ingredients for transparency and safety.

**G. HEALTH AND SAFETY COMPLIANCE**

- The contractor must comply with all federal, state, and local food safety regulations, including food handling, preparation, storage, sanitation, and delivery.
- The contractor must maintain necessary food safety certifications and provide evidence of compliance upon request by the Department. This includes

adherence to State and/or local health department's guidelines for food service operations.

- All food must be prepared and delivered in a manner that ensures it remains safe to consume, including maintaining proper temperature controls for hot and cold meals.

#### **H. PRICING AND COST MANAGEMENT**

- The contractor must provide clear and transparent pricing structures for the meals and related services, including a breakdown of costs associated with meal preparation, packaging, and delivery. Pricing structures should be broken out based on the menu tier(s) that the Department selects during the pre-task order process.
- Each Task Order issued under the Master Agreement will have an associated budget based on the specific scope of work and contractor quote. The contractor will be expected to track expenses related to each Task Order.
- The contractor must propose a pricing model that is competitive, cost-effective, and able to accommodate the variable needs of the Department without compromising the quality of service.
- Contractor shall make reasonable efforts to maintain stable pricing for all food and beverage items provided under the resultant Agreement. However, in the event of significant, documented increases in the cost of goods due to changes in market conditions, Contractor may request a price adjustment.

#### **I. CONTINGENCY PLANNING**

- The contractor must be capable of responding swiftly and effectively, providing meals during planned responses, public health emergencies, or other unforeseen events. This includes the ability to deploy food services with little notice and under urgent circumstances.
- The contractor should have contingency plans in place for potential disruptions to service, such as delivery delays, supply shortages, or staffing issues.

#### **J. CUSTOMER SERVICE AND COMMUNICATION**

- The contractor will be required to maintain regular communication with the Department's designated Contract Manager or specific Task Order Point-of-Contact to ensure smooth operations and quick resolution of any issues or concerns.
- The contractor must provide responsive customer service, including addressing inquiries and modifying orders as needed. The contractor should be available for coordination and troubleshooting throughout the term of the Master Agreement.
- The contractor must maintain clear and consistent documentation related to service delivery, including tracking meal orders, delivery times, and any special accommodations made.

- The Contractor shall maintain and deploy sufficient bilingual English/Spanish-speaking staff to meet the needs of the diverse populations served across all designated locations under this Master Agreement and associated Task Orders. The Contractor is expected to ensure that all staffing levels are adequate (including providing sufficient serving staff if needed) to provide seamless communication and service delivery to both English- and Spanish-speaking customers at all times. This section is intended to ensure all customers, regardless of language proficiency, receive equitable and high-quality service at all locations covered under this Master Agreement.

**K. QUALITY ASSURANCE AND REPORTING**

- The contractor will be required to implement quality assurance measures to ensure that meals meet the Department's standards for nutritional content, flavor, and presentation.
- The contractor must submit quarterly reports to the Department, detailing service performance including but not limited to, delivery schedules, any issues encountered, and corrective actions taken.
- The contractor will be expected to conduct periodic surveys or feedback mechanisms to evaluate satisfaction with the meal services provided, and shall share the results of those surveys with the Contract Manager.

**L. SUSTAINABILITY AND LOCAL SOURCING**

- The Department encourages the use of locally sourced ingredients, sustainable practices, and environmentally friendly packaging. Proposals should include any practices the contractor may have in place to reduce food waste, limit the environmental impact of packaging, use of compostable packaging products and utensils, and support local producers.
- The contractor should outline their sustainability initiatives and how they align with the Department's goals for environmental stewardship.

**M. CULTURALLY COMPETENT SERVICES**

- Potential proposers must demonstrate an ability to provide culturally competent services, with proven awareness and experience with underserved communities of Sonoma County and monolingual communities in Sonoma County.
- Proposers must provide sufficient English/Spanish bilingual staff to meet the needs of the Department's multilingual populations at various events or occurrences as directed by specific and related Task Orders.

By responding to this RFP with qualifications, the proposer must demonstrate the ability to provide all the services described above while maintaining the flexibility to meet evolving needs.

**Awardees of a Master Agreement, as a result of this solicitation, are not guaranteed in any way a maximum or minimum number of Task Orders nor a minimum total contract value.**

## 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.

## VIII. DATA AND OUTCOME REQUIREMENTS

### I. Data Tracking

The contractor, in cooperation with the Department, will establish a tracking system to ensure accurate service documentation and continuous quality improvement. Required tracking elements may include:

- a. Meal Services Logs:
  - i. Number of meals delivered per Task Order, categorized by service tier (Tier 1, Tier 2, Tier 3)
  - ii. Special dietary accommodations fulfilled, with documentation of specific requests.
  - iii. Proof of receipt by designated personnel with approximate time of delivery.
- b. Service Disruptions and Corrective Actions:
  - i. Any deviations from planned services such as late deliveries, missing meals, missed deliveries, or other major disruptions.
  - ii. Steps taken to resolve issues and prevent recurrence.
- c. Feedback Collection:
  - i. Implementation of a client feedback mechanism including surveys or verbal check-ins.
  - ii. Documentation of recurring complaints or concerns related to meal quality, service timeliness, or dietary accommodations.
  - iii. Number of meals not consumed or otherwise wasted.
  - iv. Number of meals with verified packaging issues.
- d. Health and Safety Compliance:
  - i. Records of food safety inspections and compliance with federal, state, and local health regulations.
  - ii. Incident reports for any food safety violations or service failures.

## II. Data Metrics

The Department will work with the contractor to track and analyze the following key performance indicators for each Task Order, and may request the contractor to provide supporting information for the following areas:

- a. Service Delivery Success Rate
  - i. On-Time Delivery Rate: Percentage of meals delivered within the established time window.
  - ii. Order Fulfillment Accuracy:
    - 1. Percentage of deliveries that match the Task Order specifications.
    - 2. Percentage of deliveries that match dietary accommodations.
    - 3. Percentage of deliveries that have adequate packaging.
- b. Client Satisfaction and Cultural Competency:
  - i. Meal Quality Ratings: Percentage of positive feedback collected via surveys or on-site assessments.
  - ii. Client Accessibility and Engagement:
    - 1. Number of bilingual staff available for service coordination.
    - 2. Percentage of feedback collected from diverse populations.
    - 3. Number of meals engaging the cultural preferences of the population served.
- c. Compliance and Food Safety
  - i. Incident Rate: Number of food safety violations, delivery failures, or client complaints logged.
  - ii. Sustainability and Local Sourcing:
    - 1. Percentage of ingredients sourced locally.
    - 2. Percentage of predominantly uneaten meals wasted.

## III. Data Reports

The contractor must submit structured reports to the Department on request, ensuring transparency and accountability. Reports must be compiled using quantitative data, qualitative feedback, and supporting documentation. Requested reports may include:

- a. Quarterly Outcome Reports
  - i. Comprehensive Service Summary
    - 1. Reporting on established Data Metrics per Task order for the period being reviewed.
    - 2. Reporting on established Data Metrics as an aggregate of all Task Orders for the period being reviewed.
    - 3. Reporting on established Data Metrics as an aggregate of all Task Orders for the start of the contract through the end of the period being reviewed.

- ii. Client Satisfaction and Cultural Competency Findings
    - 1. Narrative report of feedback received, and efforts taken to address feedback for the period being reviewed.
    - 2. Narrative report of efforts taken to provide culturally competent meal services for the period being reviewed.
  - iii. Compliance and Quality Control:
    - 1. Narrative report on any incidents or service disruptions for the period being reviewed, as well as the adjustments made to resolve and/or prevent recurrence.
    - 2. Narrative report on any adjustments made to improve the sustainability impact of the services provided for the period being reviewed (e.g., local sourcing, reducing waste, packaging adjustments, etc.)
- b. Ad-Hoc Reports
  - i. Compliance Audits for health and safety inspections
  - ii. Incident specific reports detailing corrective actions
- c. Annual Community Impact Report
 

To be delivered concurrently with the fourth quarterly report of any fiscal year for which the contract is in effect.

  - i. Community Partnerships: Engagement with local ingredient vendors, farmers, and culturally relevant providers.

## IX. 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. Proposers claiming local preference must complete Proposal Form 5.

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.

No contract awarded to a local service provider or business under this policy shall be assigned or subcontracted in any manner that permits fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

More information about the County's purchasing policies can be found on:

<http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

## **PART TWO – PROCUREMENT PROCESS**

### **I. PRE-BID CONFERENCE**

An optional virtual pre-bid conference webinar will be held online via Zoom on Wednesday, June 11, 2025 at 11:00AM to answer questions regarding the RFP specifications and process.

#### **Pre-registration is required.**

To register for this event and receive a link to participate, click on the link below:

[https://sonomacounty.zoom.us/webinar/register/WN\\_Yz09wpk0TrOOW0FMxH7EEQ](https://sonomacounty.zoom.us/webinar/register/WN_Yz09wpk0TrOOW0FMxH7EEQ)

After registering, you will receive a confirmation email containing information about joining the pre-bid conference webinar.

### **II. WRITTEN QUESTIONS**

Proposers are required to submit any and all questions in writing per the schedule in order for staff to prepare written responses. Written responses will be shared with all potential proposers through an addendum on the County's Supplier Portal. Questions should be sent via e-mail directly to:

To: [DHS-Procurement@sonoma-county.org](mailto:DHS-Procurement@sonoma-county.org)

Subject: Supplemental Food Catering Services RFP – Questions.

Questions will not be accepted by phone.

### **III. 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 and notification given 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.
4. Any oral communication by the County's designated contact person or any other County staff member concerning this RFP with qualifications is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

#### IV. PROPOSAL SUBMISSION AND 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.

Proposers may submit proposals by either of the methods listed below.

##### A. ELECTRONIC SUBMISSION VIA THE COUNTY OF SONOMA SUPPLIER PORTAL

Submit one (1) electronic copy of the full proposal and attachments to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is

<https://esupplier.sonomacounty.ca.gov/>.

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

##### B. HARD COPY SUBMISSION EITHER IN-PERSON OR BY MAIL

Submit (1) signed original, and three (3) copies of the signed proposal per the schedule or as revised by addendum. Proposals must be enclosed in a sealed envelope or package and clearly marked "Department of Health Services, Supplemental Food Catering Services RFP." Hard copy proposals shall be submitted to:

County of Sonoma, Purchasing Division  
Supplemental Food Catering Services RFP  
400 Aviation Boulevard, Suite 100  
Santa Rosa, CA 95403  
Attention: Purchasing Division

Faxed and/or emailed submissions will not be accepted.

The submission of a proposal shall be an indication that the proposer has investigated and satisfied themselves 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.

**Late proposals will not be accepted.**

## PART THREE – INSTRUCTIONS FOR PROPOSAL PREPARATION

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

### I. PROPOSAL FORMAT

The proposal must be formatted as follows:

1. Proposals should utilize the Proposal Forms provided with this RFP.
2. Any additional narrative pages submitted with the RFP packet shall use 12-point font with 1-inch margins, normal character spacing, and be no less than single-spaced, excluding attachments or additional documentation.
3. The completed proposal shall be without alterations or erasures.
4. No oral or telephonic proposals will be considered.

### II. PROPOSAL SUBMISSION REQUIREMENTS

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

#### A. PROPOSAL COVER SHEET AND CHECKLIST

Include completed Proposal Cover Sheet and Checklist - Proposal Form 1.

- a. Complete and submit Proposal Form 1 to include: the proposing agency's legal name, address, telephone number, IRS status, and type of entity; and contact information for the person(s) authorized to execute the proposed contract, and program and fiscal contacts.
- b. 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 detailed information regarding debarment/disqualification.
- c. If this is a partnership or joint venture, describe in detail how the partnership or joint venture will be organized, who will be in overall control of the program, how it will function on a day-to-day basis, what proposer will do to guarantee continuity of services.
- d. **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.
- e. Provide agency Organization Chart that identifies organization structure, staff members and titles, and key personnel who will be assigned to this program.

## B. STATEMENT OF QUALIFICATIONS FORM

Proposer will provide specific information in Proposal Form 2 concerning the agency's experience in the delivery of services described in this RFP, preferably within the State of California. Examples of completed projects, as current as possible, should be submitted, as appropriate.

- a. Applicants who have experience and knowledge of the following are desired;
  - Event catering services.
  - Experience working with the monolingual Spanish-speaking community.
  - Experience working with the Sonoma County homeless population at interim shelter sites.

Proposers must demonstrate knowledge of practices and how to best provide these services to catered events, including underserved communities like the Spanish speaking, monolingual and/or homeless communities of Sonoma County. Proposer will address how they will meet the Requirements listed in Part One, Section VII. Contractor Requirements by completing this form.

Proposers shall identify all subcontractors in the Supplemental Food Catering Services RFP Statement of Qualifications Form, Question 2. 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. Subcontractor shall be held to the same standards as the primary.

## C. SAMPLE MENUS

Proposer must include sample menus for each catering tier, as outlined in the Statement of Qualifications Form. The sample menu may reflect either lowest cost, highest cost, or something in between for each tier.

## D. ATTACHMENTS TO PROPOSAL

List all requested attachments to proposal in the Table of Contents. Proposal Forms not included in above sections should be included in this section.

**Proposal Form 3** - Complete and sign to indicate acceptance of, or exception to, the County's standard professional services agreement. To acknowledge willingness to accept the sample contract terms or to identify specific exceptions to the sample agreement, proposers must complete and submit this form. (Sample of the County's Professional Services Agreement is included as Attachment A)

**Proposal Form 4** - Complete and sign to indicate willingness and ability to meet the County's insurance requirements as specified in Attachment B. (Sample Insurance Requirements are included as Attachment B)

**Proposal Form 5** - Statement that proposer claims entitlement to the County's Local Preference Policy for Services and has a valid physical address located within Sonoma

County from which proposer 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 (if applicable).

**E. ADDITIONAL INFORMATION**

Include any other information proposer believes to be pertinent but not required.

## **PART FOUR – PROPOSAL EVALUATION PROCESS**

### **I. PROPOSAL REVIEW AND AWARD PROCESS OVERVIEW**

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

The evaluation and scoring component for this RFP will consist of two phases:

- a. A review conducted by County staff to ensure that each proposal meets the minimum qualifications for proposal acceptance outlined below.
- b. Evaluation and scoring of each proposal by a review committee.

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.

The County may negotiate modification after the bid/proposal has been selected to assure that all necessary program requirements are covered before the contract is signed.

The selected proposal shall be used as the basis for negotiating the contract's scope of work and budget.

### **II. PROPOSAL DISQUALIFICATION**

Any proposal may be disqualified prior to scoring if:

- a. The proposal is received at any time after the exact time and date set for receipt of proposals.
- b. The proposal is incomplete or fails to meet the minimum qualifications as stated in the RFP with qualifications.

In the event a proposal is disqualified as described above, written notification will be mailed to the proposer describing the reasons for disqualification.

### **III. MINIMUM QUALIFICATIONS**

County staff will evaluate all proposals received for the following minimum qualifications on a "pass/fail" basis:

- a. The proposal was submitted by the closing time and date.

- b. The proposal was prepared in accordance with the Proposal Submission Requirements.
- c. Proposer has filed its formation document with its respective Secretary of State and is authorized to carry out business activities.
- d. Proposer is not on a federal debarment list. ([www.sam.gov](http://www.sam.gov))

Only those proposals meeting the minimum qualifications may be forwarded for evaluation and scoring by the review committee.

#### IV. PROPOSAL REVIEW COMMITTEE

A review committee will score each and every response that meets the minimum qualifications. As part of the evaluation and scoring process, the review committee may decide to interview proposers in person, via phone or by web-based applications. Travel or other expenses incurred by proposers will not be covered for interviews.

When qualifications are being scored and agreement award recommendations are being made, the review committee can only base their scoring and subsequent recommendations on the information contained in the original responses. The review committee members cannot make assumptions, nor consider their personal knowledge or experience, regarding the proposing agencies and/or proposed services. In order to ensure that all proposing agencies are reviewed in a fair and equitable manner and to ensure that no agency is given unfair advantage, the scores and recommendations are based solely on the responses that are submitted and the manner in which those proposals address the requirements of the RFP.

#### V. EVALUATION AND SCORING

A proposal evaluation system, which includes a point system for rating each proposal, will be used to review all proposals that meet minimum qualifications. All scoring will be based on criteria listed below and answers completed in the Supplemental Food Catering Services RFP Statement of Qualifications (SOQ) Form. This system will ensure uniformity in evaluating proposals and will identify the rationale for funding recommendations. Proposals will be evaluated using the following criteria:

SOQ 1. Minimum Qualifications – 5 Points

SOQ 2.a. Tier 1 Lowest Cost – 10 Points

SOQ 2.b. Tier 1 Highest Cost – 10 Points

SOQ 3. Tier 1 Sample Menu – 5 Points

SOQ 4.a. Tier 2 Lowest Cost – 10 Points

SOQ 4.b. Tier 2 Highest Cost – 10 Points

SOQ 5. Tier 2 Sample Menu – 5 Points

SOQ 6.a. Tier 3 Lowest Cost – 10 Points

- SOQ 6.b. Tier 3 Highest Cost – 10 Points
- SOQ 7. Tier 3 Sample Menu – 5 Points
- SOQ 8. Meal Preparation and Delivery – 10 Points
- SOQ 9. Flexibility and Scalability – 20 Points
- SOQ 10. Multiple Delivery Locations – 10 Points
- SOQ 11. Special Dietary Needs and Accommodations – 5 Points
- SOQ 12. Health and Safety Compliance – 5 Points
- SOQ 13. Pricing and Cost Management – 5 Points
- SOQ 14. Contingency Planning – 5 Points
- SOQ 15. Customer Service and Communication – 5 Points
- SOQ 16. Quality Assurance and Reporting – 5 Points
- SOQ 17. Sustainability and Local Sourcing – 5 Points
- SOQ 18. Culturally Competent Services – 10 Points
- SOQ 19. Identification of Subcontractor(s) – 10 Points
- SOQ 20. Additional Costs – 5 Points

***Maximum Total Points Possible = 180***

## **VI. FINALIST INTERVIEWS**

After initial screening, the evaluation committee may select those proposers deemed most qualified for this project for further evaluation. Interviews of these selected qualified proposers may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## **VII. SELECTION CONDITIONS**

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.

#### A. ADDITIONAL INFORMATION

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.

#### B. ERRORS AND CORRECTIONS

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.

#### C. SELECTION

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 at any time, including, without limitation, County's desire to enter into cooperative purchasing agreements with any other public agency. Selection or award pursuant to this RFP does not obligate the County to enter into an agreement with the selected proposer. The County reserves the right, at its sole discretion, to refrain from executing a contract for any reason, including but not limited to funding availability, legislative or regulatory changes, or a determination that contracting is not in the County's best interest.

#### D. NOTIFICATION OF RFP RESULTS

All proposers responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.

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

#### E. BOARD OF SUPERVISORS

Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, however, the Board is not bound to accept the recommendation or award the project to the recommended firm.

## PART FIVE – GENERAL INFORMATION

### I. RULES AND REGULATIONS

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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:

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- G. Requests for records related to this RFP must be submitted using the DHS Public Records Act eForm, which may be found at: <https://sonomacounty.ca.gov/health-and-human-services/health-services/about-us/health-services-public-records-request>

## **II. 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.

## **III. 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.

#### **IV. STATUS OF CONTRACTOR**

The successful proposer will at all times remain to the County, a wholly independent contractor. Neither the County nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the County for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the County. The County has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The County is not responsible or liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the County harmless for all taxes and penalties that may be assessed against the County because of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

#### **V. 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.

#### **VI. OTHER AGENCIES PROCUREMENTS**

The County of Sonoma is soliciting proposals from qualified proposers. 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.

## **VII. 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 proposal.

## **VIII. 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.

## **IX. 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.

## **X. PROTEST PROCESS**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>

## **XI. 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: <https://sonomacounty.ca.gov/living-wage-self-certification-for-suppliers>

## **PART SIX – FORMS**

### **I. REQUIRED PROPOSAL FORMS**

In addition to the contractor's proposal, the following Proposal Forms are required and must be submitted with the original proposal. Templates of the following Proposal Forms are located under the references for this RFP through the Sonoma County Supplier Portal

Proposal Form 1: Proposal Cover Sheet

Proposal Form 2: Statement of Qualifications

Proposal Form 3: Attestation Regarding County Contract

Proposal Form 4: Acceptance of County Insurance Requirements

Proposal Form 5: Declaration of Local Business for Services (If applicable)

### **II. ATTACHMENTS AND EXHIBITS**

Attachment A: Sample Master Agreement

Attachment B: Sample Insurance Requirements

Attachment C: Sample Task Order

Attachment D: Sample Invoice Template