



COUNTY OF YOLO

Purchasing Division

Notice of Request for Proposals (RFP)
For

Yolo County Community Services Department

CLIMATE ACTION & ADAPTATION PLAN RFP

Proposal Responses Due:
Thursday, September 1, 2022
4:00 pm

Yolo County Procurement Division
625 Court Street
Room 103
Woodland, CA 95695

RFP Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

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I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified consultants/consulting firms to provide services regarding a climate action & adaptation plan within unincorporated Yolo County per scope of work, as outlined in this RFP. The County is also seeking assistance with preparation of related environmental review in conformance with the California Environmental Quality Act (CEQA).

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer

2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1) GENERAL DESCRIPTION/INTRODUCTION & BACKGROUND:

Located to the west of California's capital, Yolo County is a center of agriculture in the southern Sacramento Valley. Yolo County includes the four incorporated cities of Woodland, Winters, Davis, and West Sacramento, and 15 census designated and unincorporated communities for a total population of approximately 217,000, with 20,000 residents in unincorporated Yolo County. Home to extensive agricultural and working lands, Yolo County also hosts of one of the top ranked University of California campuses, UC Davis.

The land which is now called Yolo County has been home to the Patwin people for thousands of years. The Patwin people remain committed to stewardship of this land and today form three federally recognized tribes: the Cachil Dehe Band of Wintun Indians of the Colusa Community, the Kletsel Dehe Band of Wintun Indians, and the Yocha Dehe Wintun Nation.

Yolo County has been planning for climate change, sustainability, and emissions reduction since the 1980s. Since then, the County has been pursuing ambitious sustainability and emissions reductions goals and have established a significant number of policy priorities around climate change, sustainability, and community resilience. Yolo County has actively worked with the cities to direct growth to cities and urbanized areas and minimize development in the unincorporated area in order to promote agricultural land conservation and sustainable land use patterns. As a result of this proactive land use planning, 91% of Yolo County's population (2020 Census) lives in the incorporated cities, reducing vehicle miles traveled and otherwise contributing to a reduction in greenhouse gas emissions compared to traditional standards of growth, which often result in urban sprawl and loss of productive natural and working lands.

In recognition of the gravity of climate change impacts already occurring across the region, and the need to ensure a safe and prosperous future for all County residents, Yolo County adopted Resolution No. 20-114, *Resolution Declaring a Climate Crisis Requiring an Urgent*

and Inclusive Mobilization in Yolo County, in 2020 that established a carbon negative by 2030 goal, one of the most ambitious targets of any County across the United States. Although the County has made progress on reducing emissions and becoming more resilient to the impacts of climate change through prior County and regional actions, significant gaps remain for the County to become carbon negative by 2030. The past few decades of work to create efficient land use and establish countywide partnerships has put the County on a strong path towards achieving its important goals around the reductions of greenhouse gas emissions and community resilience. The following details Yolo County's more significant climate and sustainability policy events of the most recent years leading up to the climate emergency resolution. Additional resources and context may be needed to fully understand the work of the County.

a) Existing Policy Framework

The County has made a commitment to creating a Climate Action and Adaptation Plan (CAAP) which guides the County to carbon negative status by 2030. In creating this new CAAP, the selected consultant will be expected to reference the County's previous climate and sustainability work including the following:

- i. 2008 Greenhouse Gas Inventory
- ii. 2008 Action Plan for Reducing GHG Emissions Associated with County Operations
- iii. Yolo County 2030 General Plan (2009)
- iv. 2011 Climate Action Plan
- v. Climate Action Plan Progress Report (2015)
- vi. Multi-Jurisdictional Hazard Mitigation Plan - Yolo County Community Profile (2018)
- vii. Greenhouse Gas Inventory Update (2018)

In addition, we expect special emphasis on two of the most recent documents, as described below. This CAAP RFP primarily relies upon these two documents as the initial framing for the work ahead on the CAAP:

Yolo County Sustainability Plan (2021): Yolo County prepared the Sustainability Plan in collaboration with communities and stakeholders to serve as a tool for County decision makers and the public to advance sustainability goals that build upon prior and ongoing countywide sustainability efforts, focusing on targets within eight key Sustainability Elements: ecological health, water, air quality, buildings, waste, local food, agriculture, and education. It summarizes many key climate documents produced prior and describes foundational policies and programs that support sustainability. The plan is considered a 'living document' to be evaluated and updated over the course of implementation, in line with science and technological advances. It calls for the creation of a new CAAP, and outlines elements to be included in the CAAP.

Resolution Declaring a Climate Crisis Requiring an Urgent and Inclusive Mobilization in Yolo County (2020): Resolution No. 20-114, passed and adopted by Yolo County Board of Supervisors in September 2020, declared a climate crisis and acknowledged that the COVID19 pandemic has exacerbated social and economic disparities in communities. It stated that these issues required an immediate mobilization of resources to affect a just transition towards an inclusive, equitable, sustainable, and resilient local economy while also supporting and advocating for regional, national, and international efforts necessary to reverse the climate, social justice, and economic crises. The resolution directed the creation of the Yolo County Climate Action Commission, which was charged with advising on the development and implementation of the Yolo County 2022 Climate Action and Adaptation Plan to become carbon negative, by 2030.

b) CAAP Values and Desired Outcomes

There are a number of values the County wishes to emphasize to the consultant to influence the final CAAP outcome, including the importance of working with staff, the Climate Action Commission, and the community to:

- i. Develop strong partnerships in the CAAP process with the County's communities, including the agricultural sector (including farmers and farmworkers), Tribes, businesses, youth, marginalized groups, and other County communities;
- ii. Center equity and a Just Transition in all CAAP processes and outcomes;
- iii. Use best available and publicly accessible science;
- iv. Create an approach which takes regional goals and neighboring jurisdictions activities into account, and allows the County to work across jurisdictions to support the CAAP;
- v. Promote health, equity, and holistic resilience in every step of the process;
- vi. Create an ambitious and achievable CAAP, with a focus on implementation that will reach the goal of being carbon negative by 2030;
- vii. Create a CAAP that reflects the unique role Yolo County plays in the region, including the carbon sequestration benefits of agriculture and the value of agriculture to the regional economy.

Through this process, we expect the consultation to complete 7 tasks, detailed in the following Scope of Work. These tasks and associated deliverables will be completed under the leadership of the Sustainability Manager for Yolo County, with a custom approach integrating roles of County staff, the Yolo County Climate Action Commission, CivicSpark AmeriCorps Fellows, and other local/regional agencies and academic partners. These deliverables include: an engagement strategy and local partnerships; revised GHG inventory and targets; list of GHG reduction strategies; climate vulnerability assessment with adaptation and resilience strategies; funding strategies with cost benefit analysis; implementation and monitoring plan; and a final CAAP product with an accessible and engaging web presence.

2) TECHNICAL SPECIFICATIONS:

The following tasks are identified for the purposes of providing clarity to consultant(s) submitting proposals on the Yolo County Climate Action and Adaptation Plan, however proposals should be submitted that reflect the creativity of the consultant team and may modify or combine these tasks and deliverables as appropriate to create a more effective Climate Action and Adaptation Plan that is focused on real action and implementation. Further, the California Environmental Quality Act (CEQA) Section 15183.5(b) of the CEQA Guidelines and the related General Plan Guidelines Chapter 8 are not considered to be primary considerations in the development of the CAAP. The County is not seeking the ability to provide CEQA streamlining through this CAAP. As such, responses from consultant team should frame the CEQA context in a way that either does not complete a CEQA document or recommends a specific approach to CEQA compliance that is reasonable to accommodate the project priorities whether it involves an additional task or not. Consultants are encouraged to submit optional tasks that help to achieve the goals of the County in the development of this CAAP.

Vendor shall perform at a minimum the following tasks:

Task 1: Community Engagement and Equity Strategy

1.1: Develop a Community Engagement and Equity Strategy in collaboration with County Staff based on the research and vision outlined by County Staff, CivicSpark Fellow(s), and the Yolo County Climate Action Commission. This strategy must be developed in partnership with multi-lingual NGOs with local connections. The goal of the strategy is to understand the needs and priorities of the residents of Yolo County's unincorporated areas and center frontline communities in the decision-making process in order to ensure the vulnerability assessment as well as the GHG reduction and adaptation strategies identified align with their needs and priorities. Moreover, the CAAP engagement process must be inclusive. To Yolo County, inclusion is actively and intentionally valuing and involving the thoughts, ideas, and perspectives of all human beings so that community members of all identities—whether visible or not—are able to be authentic as well as feel safe and respected.

The Strategy will be divided into multiple workstreams, some of which will be managed by the consultant (including some of which will rely on technical communication/planning), and some of which will be managed by County Staff and CivicSpark Fellows (including those that rely on face-to-face communication, facilitation, and local relationship-building) with consultant support. The County recommends the following categories of engagement, although creativity in proposal is encouraged and flexibility in these categories may be appropriate with County approval:

- a. **Committees and Commissions:** Formal engagement with the County Climate Action Commission, County Community Advisory Committees, working groups, etc. to be guided by County Staff with support from consultant team.
- b. **Household:** Individual and household-level engagement at events such as farmers' markets and community festivals, as well as other direct engagement at grocery stores, laundromats, etc. to meet people where they are to be guided by the Equity and Engagement Working Group, County Staff, and CivicSpark Fellows with support from consultant team.
- c. **Community:** Community level engagement through bike/walk tours showing types of infrastructure/examples of policy implementation, workshops/focus groups/town halls, etc. Further identification of specific community groups/organizations and the specific outreach resources required. Community level engagement will also include outreach and focus group meetings with groups such as small and large business owners, building managers, and youth. This engagement would be guided by the Equity and Engagement Working Group, County Staff, and CivicSpark Fellows with support from consultant team.
- d. **Tribes:** Outreach to tribes (including through direct outreach, interviews, and/or the facilitation of focus group meeting(s)), identification of priorities for tribes, and collaboration on how to integrate priorities into CAAP actions. This would be guided by County Staff, CivicSpark Fellows, and the Equity and Engagement Working Group with support from consultant team.
- e. **Agricultural Community:** Engagement with farmers, farm workers, private landowners, the Yolo County Farm Bureau, other agriculture groups such as the Yolo Subbasin Groundwater Agency, the agricultural industry (including through direct outreach, interviews, and/or the facilitation of focus group meeting(s)), and other relevant groups such as the Yolo Subbasin Groundwater Agency to ensure their needs and priorities are incorporated into the CAAP effort. This engagement would

be guided by the Yolo Resource Conservation District (RCD), with support from County Staff, CivicSpark Fellows, working group(s), and consultant team. This engagement category may include public benefit communication to report on the multi-benefits and cost-savings of management practices.

- f. **Regional:** Outreach to other municipalities, special districts such as the Yolo County Flood Control and Water Conservation District, and state agencies such as CNRA, CARB, DOC, and regional partners such as UC Davis, and others for coordination, alignment, and information-sharing to be guided by County Staff with support from consultant team. Regional discussions on Just Transitions will also be an important consideration – linking activities of the CAAP with economic opportunities and transitional needs to achieve carbon negative by 2030.

1.2: Develop and/or provide a system and/or tool to support, streamline, and track ongoing household engagement during and following CAAP development and implementation. System and/or tool to be managed and maintained on an ongoing basis by County staff during implementation. Examples include Cool Block (<https://coolblock.org/>), BrightAction (<https://www.brightaction.com/>), and various other tools that may be proposed as a part of the competitive proposal process.

1.3: Develop and/or provide a tool for collecting, organizing, categorizing, and acting on feedback collected during the CAAP development and implementation process. Tool to be managed and maintained on an ongoing basis by County during implementation. The County prefers a website hosting an interactive dashboard, with accessible messaging available in multiple languages to allow the public to read through the strategies and goals, and see updated progress towards those goals, organized in a viewer-friendly format.

Task 1 Deliverables: Consultant to produce an equity and engagement strategy and lead technical workstreams, outline and support partnership opportunities with local NGOs, develop an engagement support tool and engagement reporting tool (consultant to recommend overall number of meetings in proposal).

Task 2: GHG Inventory and Updated Targets

2.1: Perform revised municipal and communitywide production based GHG inventory consistent with existing inventory and data sources, with updates to including leading practices since completion, with a focus on agriculture. Include a consumption inventory narrative that broadly represents the characteristics of lifecycle emissions across the community. Refer to Chapter 8 (page 226) of the Office of Planning and Research General Plan Guidelines for a starting point on the definition and resources for the consumption-based narrative. Consultant will provide a recommended approach to integrating these two analytic methods together with other tasks to maximize community engagement opportunities as well as tracking and reporting of progress on reductions over time.

2.2: Create emissions projections based on Task 2.1, the updated GHG inventory for municipal and communitywide emissions (1990 (Existing), 2005 (Existing), 2016 (Existing), 2021/2020 depending on data availability, and suggested for 2027 (Interim goal), 2030 (County goal), 2035 (SB375), 2040, 2045 (Governor's Executive Order)). The County carbon negative goal should be considered relative to years selected.

2.3: Perform a retrospective technical assessment of past GHG reduction measures.

- i. The consultant will perform a retrospective assessment of previous GHG reduction measures to use the results to inform a gap analysis showing progress to date across sectors and by measure.
- ii. The findings from this technical assessment, written in coordination with County staff, to be included in a report to the Board of Supervisors containing the following information:
 - a. Estimated annual GHG reductions (compared to 1990, 2008, and subsequent inventory years);
 - b. Achievement of progress indicators;
 - c. Participation rates, where applicable;
 - d. Implementation costs;
 - e. Community benefits realized;
 - f. Remaining barriers to implementation; and
 - g. Recommendations for changes to the CAAP.

2.4: Update GHG reduction targets and measures

Yolo County reduction targets and measures should be updated to achieve the County's carbon negative by 2030 goal. Consultant will help the County further define how the carbon negative goal will be calculated for the purposes of the CAAP. These targets and measures will contain references to and compatibility with State and local policies for GHG emissions reductions that have occurred since the adoption of the County's existing CAP in 2011 and will pull forward recommendations from the County's Sustainability Plan published in 2021.

Task 2 Deliverables: Revised GHG inventory, emissions projections, retrospective technical assessment, updated GHG reduction targets and measures (outline, draft, revised draft, final).

Task 3: Develop Reduction Strategies

3.1: Develop creative and equitable multi-benefit and high impact strategies to reduce GHG emissions in line with updated reduction targets. Consultant will work with County staff and partners to further refine or modify these strategies and categories and indicate co-benefits of each strategy. The County encourages innovative and novel thinking in the development of GHG reduction strategies as well as in the sectors and organization of these strategies, which will align with and build off the following categories:

- i. Natural and Working Lands (*in Coordination with the Resource Conservation District (RCD)*)
 - a. Support RCD's development of an inventory of natural and working lands emissions by type to complement the GHG inventory update.
 - b. Support RCD's development of an overview of current natural and working land management practices sequestering Carbon in the County to acknowledge work already taking place.
 - c. Support RCD's development of an analysis of Countywide sequestration potential based on land use and abiotic factors, such as topography.
 - d. Support RCD's development of a suite of carbon sequestration strategies, considering measures such as regenerative agriculture and stewardship.
 - e. Work with RCD and County staff to integrate their work on natural and working lands into the GHG reduction strategies deliverable.
- ii. Transportation and Land Use
- iii. Energy and Renewables
- iv. Solid Waste and Waste Diversion

v. Wastewater/Water Reuse/Water Storage

Additional cross-cutting strategies such as:

- i. Community and Household Engagement
- ii. Regional Strategies and Partnerships
- iii. Circular Economy and Economic Development
- iv. Health and Equity

Task 3 Deliverables (in collaboration with RCD): a list of GHG reduction strategies organized by sector and impact, an inventory of natural and working lands, an analysis of Countywide sequestration potential, a list of carbon sequestration strategies (admin draft, public draft, revised draft, final).

Task 4: Develop a Climate Vulnerability Assessment and Adaptation and Resilience Strategies

4.1: Conduct a comprehensive climate vulnerability assessment to develop adaptation and resilience strategies. Consultant will detail the climate impacts, exposure, sensitivity and adaptive capacity of the County, with focus on vulnerable assets, infrastructure, and communities. This assessment will be in alignment with the County's Local Hazard Mitigation Plan and General Plan Safety Element Action HS-A59 and will need to be in compliance with the requirements of Senate Bill 379 - Integration of Adaptation into Safety Elements of General Plans.

4.2: Develop measures to support adaptation and resilience in line with the identified vulnerabilities described in the above assessment. The co-benefits of each strategy should also be indicated.

- i. Strategies should be consistent with previous planning documents, including the County's Sustainability Plan, Climate Emergency Resolution, Local Hazard Mitigation Plan, and other relevant documents.
- ii. Consultant will work with the County and partners to further refine or modify these strategies and categories. The County encourages innovative and novel thinking in adaptation and resilience and the organization of these strategies, which should build on prior efforts in the County in categories, and support the standard community of practice in development of adaptation and resilience, with an expanded analysis relating to Yolo County specific contexts such as (but are not limited to):
 - a. Regenerative Agriculture and Open Space
 - b. Regional Strategies and Partnerships
 - c. Ecological Health
 - d. Local Food and Food Hubs
 - e. Just Transitions and Equity in Implementation

Task 4 Deliverables: Climate Vulnerability Assessment, adaptation and resilience strategies organized by sector (outline, draft, revised draft, final).

Task 5: Funding and Financing Roadmap

Consultant will identify potential funding sources and financing strategies to support actions outlined in Tasks 3 and 4 through the development of a funding roadmap. This funding strategy will also include a cost benefit analysis of the various actions identified that includes cost of inaction. This work will be coordinated closely with the County's Early Action Grant Strategy and should focus on phased funding and financing implementation through grants, general funds, special funds, and other relevant mechanisms/programs such as revolving loan funds or local project endowment. Just

Transitions and economic linkages to the funding and financing roadmaps should also be highlighted. Consultant creativity—and the identification of innovative and novel approaches—is encouraged considering the ambition of the County and the investment required to achieve a carbon negative by 2030 goal.

Task 5 Deliverables: Funding strategy with cost benefit analysis per measure (outline, draft, revised draft, final).

Task 6: Implementation and Monitoring Plan

Due to limited staffing resources at the County level, a sound, actionable Implementation and Monitoring Plan is critical to ensuring timely progress is made on the priorities identified in Tasks 1, 2, 3, and 4. In order to operationalize the strategies and recommendations above, the consultant will create an implementation and monitoring plan for the outlined GHG reduction (including sequestration) and adaptation strategies as well as GHG emissions reductions targets. The plan is intended to be used, managed, and updated by the County and will include both qualitative and quantitative metrics to track and measure implementation and GHG reductions achieved. Automated tools to support easy management of implementation are preferred, particularly those that are open source and interoperable with other existing County databases and tools. Implementation resources, per Task 1.2 and 1.3, that tie into ongoing community engagement are also preferred.

Task 6 Deliverables: Implementation and Monitoring Plan and Tool (outline, draft, revised draft, final).

Task 7: Final CAAP Products

The County is looking for creative approaches to combining and summarizing the results of the above activities (including GHG emissions inventory and updated targets, climate vulnerability assessment, GIS Maps, and strategies for GHG reduction, sequestration, adaptation, funding, implementation and monitoring) into a final product. In addition to a summary document, the County would like information hosted in an interactive and publicly accessible format that is coordinated with Tasks 1.2 and 1.3 and can be maintained and updated on an ongoing basis by County Staff. Data from GIS maps to be made downloadable for public use. The Final CAAP Product to include accessible messaging available in multiple languages.

Task 7 Deliverables: Finalized CAAP documents and dashboard website (outline, draft, revised draft, final).

3) VENDOR MINIMUM REQUIREMENTS:

Consultant/firm shall meet a minimum of the following requirements:

- a. Staff must have five (5) years' experience performing the services required in this RFP, including climate action planning, sustainability planning or other long-range planning efforts.
- b. Vendor shall provide samples of three (3) to five (5) relevant work products showing related and recent Climate Action Plan update experience with similar scope and complexity.

4) AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1, Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of two (2) years. Hourly rates shall remain firm for the entire two (2) term. It is expected the contractor will complete all services within twelve (12) months to a year and a half from the start date.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offerer.

F. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

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II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	8/04/22	-
2	Deadline for Written Comments Posted on BidSync	8/18/22	4:00 pm
3	County Issues Responses to Written Comments	8/25/22	-
4	Deadline Proposal Due	9/01/22	4:00 pm
5	County Completes Evaluations	9/29/22	-
6	Tentative Interviews	10/06/22	-
7	Anticipated Contract Start Date	10/25/22	-

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

Karen Kawelmacher, Lead Buyer
625 Court St., RM 103
Woodland, CA 95695
(530) 666-8073
Karen.Kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.bidsync.com

in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1 before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

The evaluation of consultant proposals may include, but is not limited to, the following criteria:

- Experience and Qualifications of Consultant/Staff
- Proposer's Understanding & Approach to Project
- Project Schedule/Deliverables
- Cost Proposal
- Responsiveness/Responsibility
- Quality Assurance and Oversight
- Compliance with the County's Terms and Conditions
- Past Performance
- Quality and Completeness of Submitted Proposal

The County reserves the right to hold interviews with selected finalists (*tentative*). If the County decides to move forward with interviews, a separate set of criteria points will be created and added to the total.

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION

All prices are firm for a period of two (2) years from the date of award.

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) **Protest Procedures:**

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) **Protest of RFP Specifications/Requirements/Terms & Conditions:**

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "Notice of Disagreement". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "Notice of Protest of Award of Contract". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

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V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

1. Exhibit "A" Proposal Transmittal Letter
2. Exhibit "B" Proposal Qualification & Experience
3. Exhibit "C" Proposal Cost
4. Exhibit "D" Previous Customer References
5. Exhibit "E" Signature Page
6. Exhibit "F" Non Collusion Non Conflict of Interest Statement
7. Exhibit "G" Exceptions

C. FORMAT PROPOSAL AND CONTENT:

The Proposer(s) shall prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use the forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Category of the Proposal, Proposal number and Proposer name on every page submitted.
3. All pages shall be numbered sequentially.

All forms and attachments that require signatures must be signed for inclusion in the original of the Proposal package. Signature stamps are not acceptable.

D. Pricing Requirements

When preparing Proposal Cost, Contractor shall submit pricing as follows

1. Pricing must be recorded on Proposal Form Cost Sheet, included as Exhibit "C" to this RFP, or on an exact duplicate thereof. The Proposal Cost Sheet shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal Sheet shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal Sheet as required, the County may determine the proposal to be nonresponsive and reject it.
2. The Cost Proposal shall be inclusive of all cost associate with the project tasks stated in this RFP including but not limited to personnel costs, administrative overhead, printing costs, attendance at meetings, travel, etc. The cost proposal shall include a complete breakdown of the anticipated overall budget for each of these tasks. Vendor shall present a specific "not to exceed" fixed fee for this entire project.
3. Additionally, the contractor shall submit a fee rate schedule for any optional tasks that may be required in this RFP. The fee rate schedule shall be inclusive of personnel costs, administrative overhead, printing costs, attendance at meetings, travel, etc.