



COUNTY OF YOLO

General Services Department

Notice of Request for Qualifications (RFQ)
for
The General Services Department
for
As-Needed, On-Call Consulting Services
(Group 2)

Proposal Responses Due:
3:00pm
January 9, 2023

Yolo County Procurement Division
120 West Main Street, Suite G
Woodland, CA 95695

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

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Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Qualification & Experience
Exhibit "C"	Responsibility/Demonstrated Competence
Exhibit "D"	References
Exhibit "E"	Fee Proposal
Exhibit "F"	Signature Page (County Supplied)
Exhibit "G"	Non Collusion Non Conflict of Interest Statement (County Supplied)
Exhibit "H"	Exceptions to Contract (County Supplied)

Attachments:

Attachment 1	Sample County Contract
Attachment 2	Disadvantaged Business Enterprise Form
Attachment 3	Task Order Template

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County of Yolo is requesting proposals from qualified consultants and/or firms to provide As-Needed, On-Call, Consulting Services countywide for Yolo County, per the scope of work, as outlined in this RFQ.

Consultants in this group will cover services for facilities, parks and other land use areas throughout the County.

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

B. SYNONYMOUS TERMS

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

- 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:

The County of Yolo is seeking to obtain consultants to provide the following services on an as-needed, on-call basis:

- a. SPECIAL BUILDING INSPECTIONS AND MATERIAL TESTING SERVICES
- b. ASBESTOS & HAZARDOUS MATERIALS TESTING

2. TECHNICAL SPECIFICATIONS:

- a. Project tasks shall include, but are not limited to, the following:
 - 1) Special Building Inspections-Consultation on construction projects; testing and observations of materials, fabrication, erection, or placement of components and connections critical to the structural integrity of the building
 - 2) Various materials and hazardous material assessments (i.e., asbestos, lead, mercury, biohazards and chemicals, mold, etc.,).
- b. Selected consultants and/or firms will be issued an "as-needed" contract for a period of three years (July 1, 2023-June 30, 2026). As projects arise within the County, consultants and/or firms will be contacted to quote specific jobs. Federal funding may be required as these projects arise within the County. The County will establish two separate lists from this solicitation: (1) those who are willing to comply with federal funding and Disadvantaged Business Enterprise (DBE) requirements; and (2) those who are not interested in projects that also require compliance with federal funding and DBE requirements. For federally funded projects, Contractors must complete a DBE form with the project-specific quotes. The DBE program requires contractors to good faith efforts to hire DBE subcontractors on projects involving certain state and federal funding. Refer to Attachment #2 DBE form for additional information regarding the DBE program requirements.

3. VENDOR MINIMUM WORK REQUIREMENTS:

Vendor Minimum Requirements:

- a. Vendor shall have a minimum of five (5) years' experience performing the services required in this RFQ.
- b. Vendor shall provide a list of municipal agencies for which is has conducted similar work for in the past three (3) years.
- c. Vendor shall comply with Prevailing Wage requirements (Labor Code 1720 et sq.) since this is considered a Public Works Project. Per Public Works Contractor Registration Law [SB 854], Contractors and Subcontractors who intend to bid or perform work on this Project must be registered with the Department of Industrial Relations.
- d. **Vendor shall provide a copy of their current California Licensing or certification to perform these services as well as a current copy of their DIR registration when submitting this RFQ.**

4. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful awarded contractor(s) must supply all insurance requirements as required in the Sample Contract (Attachment "1" hereto).
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFQ Schedule of Events. Proposers shall respond to the written RFQ 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 <https://www.bidsync.com>.

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

F. ADDENDA:

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

SECTION II. RFP SCHEDULE OF EVENTS

The following RFQ 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 - BidSyncThe County is not responsible for failure of the prospective Bidders/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://www.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 RFQ	12/08/2022	
2	Deadline for Written Comments Posted on BidSync	12/15/2022	3:00pm
3	County Issues Responses to Written Comments	12/20/2022	
4	Deadline Proposal Due	1/09/2023	3:00pm
5	County Completes Evaluations	2/01/2023	
6	Anticipated Contract Start Date	7/01/2023	

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III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFQ Coordinator

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

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

B. COMMUNICATIONS REGARDING THE RFQ

Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator named above. Unauthorized contact regarding the RFQ 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 <https://www.bidsync.com> [T1] 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/Offerors to check for any RFQ document updates, changes, or answers to questions posted at the <https://www.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 RFQ 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 RFQ 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 RFQ. 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 RFQ, 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 RFQ, 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 specified in the Sample Contract (Attachment "1" hereto) before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFQ 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. RFQ AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ 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 RFQ 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 RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ 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 RFQ.

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 RFQ requirements or excuse the proposer from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFQ.

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 attorneys 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:

- 1) Qualifications and Experience
- 2) Responsibility/Demonstrated Competence
- 3) Customer References
- 4) Quality and Completeness of Submitted Proposal

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 RFQ 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.

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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 RFQ 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 RFQ 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. PREVAILING WAGE; LABOR CODE COMPLIANCE

- a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all Sub-contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all Sub-contractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any Sub-contractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration

and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- c. This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the County. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

F. ADDITIONAL REQUIREMENTS THAT MAY BE APPLICABLE DUE TO FEDERAL OR STATE FUNDING REQUIREMENTS, WHICH SHALL BE SPECIFIED WHEN SPECIFIC PROJECT QUOTES ARE REQUESTED BY THE COUNTY:

1. Disadvantaged Business Enterprise (DBE) Program. As noted earlier in this RFQ, some projects may require compliance with DBE requirements. The DBE Program that requires certain information and forms to be submitted regarding all DBEs participation and utilization. The Contractor must meet a stated DBE goal by using DBEs as sub-consultants or document a good faith effort to meet the goal. See Attachment A for more information about the DBE program requirements.
2. The Contractor will comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. The Contractor will file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), ensuring that the parties will not use, and have not used, Federal appropriated funds to attempt to influence any person or organization in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The parties must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
4. The Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the following: Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) and the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
5. The Contractor is required to comply with Federal Regulations 2 CFR Part 180 and 2CFR Part 1200,
 - a. Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
 - b. The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
 - d. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. The Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - b) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - c) Meeting contract performance requirements; or
 - d) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

7. The Drug-Free Workplace Act of 1990 requires the Contractor to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620.
8. The Contractor will comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964–1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
9. No Obligation by the Federal Government:
 - a. The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.
10. Program Fraud and False or Fraudulent Statements or Related Acts:

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions.
11. Prevailing Wage Requirements: Davis-Bacon or California Prevailing Wages and Labor Compliance. When applicable, Federal Davis-Bacon law and California prevailing wage requirements will be incorporated into project-specific agreements.
12. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the County, a weekly statement on the wages paid to each employee performing on covered work during the prior week.
13. Iron and Steel purchase requirements: Contractor shall not purchase "iron and steel products" produced outside of the United States on this Project. Contractor understands that County will be required to certify that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

Contractor is advised that the project construction that the successful contractor is subject to Build America Buy America (BABA), the requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to "iron and steel products" requirements described above.

F. NON-DISCRMINATION:

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

G. 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 RFQ 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.

H. 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.

I. 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.

J. PRICE ESCALATION:

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. PRICE ESCALATION:

Contractor agrees to provide awarded items and/or services as specified in the RFQ document for a period of three years. Hourly rates shall remain firm for the three (3) year term.

Q. 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.

R. 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.

S. 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.

T. 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 RFQ, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

U. 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.

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V. **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[KH2]. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the Manager of Procurement. Only those vendors that submitted a bid are eligible to protest the Notice of Intent to Award. All protests shall include at a minimum the following information:

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 at the time of the initial protest;
- g. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- h. The form of relief requested.

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

Manager of Procurement
Yolo County Department of General Services
120 West Main Street, Suite G

Woodland, CA 95695
tonia.murphy@yolocounty.org and karen.kawelmacher@yolocounty.org

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

Protests received after the time specified are untimely and shall be denied on that basis. The Manager of Procurement will evaluate the protest and issue a written decision within 30 working days of confirmed receipt. 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.

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

2. **Protest of RFP/BID 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 in writing by e-mail or hard copy directly to the RFP/IFB Coordinator 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. No facsimiles will be accepted.

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 by the RFP/IFB Coordinator 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**" and shall be received by e-mail or hard copy. No facsimiles will be accepted. 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 five (5) working days after the notice of the proposed contract award, as specified above, to the Procurement Manager and the RFQ Coordinator of this solicitation. Notice must be clearly marked "**Notice of Protest of Award of Contract**" and may be received by e-mail or hard copy.

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V. Instructions for Completion of Proposal

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through <https://www.bidsync.com>

It is the sole responsibility of the proposer to ensure their proposal reaches Periscope/BidSync before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Periscope/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 cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit A – Transmittal Letter

A cover letter signed by an official authorized to solicit business and enter into contracts for the Proposer. The cover letter should include the name, address, email address, and phone number of contact person.

Exhibit B – Qualifications and Experience

1. A description summarizing Proposer experience over the past five years in performing similar services for public entities, including Federal, state, county or municipal clients.
2. A description summarizing experience with administration of Federal and State funded construction projects.
3. A statement identifying the personnel likely to be assigned to projects for Yolo County. Vendor shall identify key staff and their qualifications, including resumes. This would include any subconsultants that you may use on a regular basis for projects.
4. A statement identifying the firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.
5. A brief description of the firm's experience and history in meeting tight project deadlines.
6. A brief description of the firm's ability to control project budgets.

Exhibit C – Responsibility/Demonstrated Competence

1. Have you ever defaulted on a contract? If yes, where and why
2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?
4. Describe the process by which your firm resolves problems with clients.
5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.
6. If federal funds are required for quoting individual projects, are you willing to accept all federal terms and comply with the DBE form which will be requested for these projects? A yes or no will not eliminate you from the evaluation process. It will only determine on which list you will be placed.

Exhibit D – References

Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference and the date of the original contract for whom you have performed comparable projects, preferably during the past five (5) years. Preference will be given for references with California state or local government agencies. Using Yolo County or its employees as references is not recommended. If possible, references should be from the projects listed under the Qualifications & Experience section above.

Exhibit E - Fee Proposal

Vendor shall provide a list of rates which shall be inclusive of all costs associated with work likely to be assigned the firm related to tasks stated in this RFQ, including but not limited to personnel, administrative overhead, printing costs, attendance at meetings, travel, etc.

Exhibit F – Signature Page

Vendor shall complete the County signature page form.

Exhibit G- Non Collusion Non Conflict of Interest Statement

Vendor shall complete the above County form

Exhibit H- Exceptions to Agreement

Vendor shall complete the above County form

C. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to 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 any 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 Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.