



# ATTACHMENT B

## COUNTY OF YOLO

Department of General Services – Purchasing Division

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### Notice of Request for Proposals (RFP) For

### **Operation & Maintenance Services for the Wild Wings Community Water Supply & Distribution and Wastewater Recycling Facilities**

Issued by the Yolo County General Services Department, Procurement Division, on  
behalf of Yolo County Department of Community Services Agency,  
Wild Wings Community Service Area

### **Proposal Responses Due:**

2:00 p.m.  
February 22, 2024

### **RFP Coordinator:**

Karen Kawelmacher

(530) 666-8073

e-mail: [karen.kawelmacher@yolocounty.org](mailto:karen.kawelmacher@yolocounty.org)

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## SECTION I. INTRODUCTION

### A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified firms to provide full-service Operation and Maintenance Services for the Wild Wings Community Water Supply & Distribution and Wastewater Recycling Facilities. All services shall be performed as per scope of work outlined in this Request for Proposals (RFP).

The County's ultimate objective is to select an Operator who will provide a strong technical support team able to operate the systems safely and in compliance, ensuring the overall efficiency and performance of the facilities.

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.

**Information:** All questions regarding the solicitation shall be posted to Periscope Source formerly BidSync @ [www.BidSync.com](http://www.BidSync.com). Questions regarding evaluations or awards shall be sent by email to the RFP coordinator. Proposers may not contact other County departments or persons for questions or clarification during the proposal, evaluation or award process.

### B. SYNONYMOUS TERMS

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

1. a. Supplier, Vendor, Contractor, Operator, Proposer  
b. Purchase Order, Contract, Agreement  
c. Services, Work, Scope, Project
2. "The County" refers to the County of Yolo, California.

### C. SCOPE OF WORK

#### 1. INTRODUCTION/PROJECT BACKGROUND

The Wild Wings Community is located north of State Route 16, west of County Road 94B, and south of the existing Fliers Club Country Club in Yolo County, California. The community includes 338 single-family residential units, a public nine-hole golf course, private amenity parcel (swimming pool, tot lot, etc.) and small clubhouse to service the nine-hole golf course. The County is responsible for the operation of the water supply and wastewater treatment systems for the subdivision.

Project Facilities to service the project are located within the site and include:

- Gravity vitrified clay pipe sanitary sewer collection pipes, manholes and sewer services.
- Sewer lift station, known as "Site A", located in the Wastewater Treatment Plant
- Sewer lift station, known as "Site B" and associated sewer force main.
- 101,000 gallons per day (gpd) Wastewater Recycling Facility (tertiary level treatment).
- Two water supply facilities that include 360,000-gallon steel water storage tanks, domestic water wells, booster pumps, hydro-pneumatic tanks, chlorination facilities, Supervisory Control and Data Acquisition System (SCADA) and medium voltage switchgear and motor control centers. (Third water supply anticipated in 2025)
- Water distribution pipelines and appurtenances, metered services and fire hydrants.
- Arsenic adsorption treatment system rated to 500 GPM. (Anticipated Construction in December 2024)

Tertiary treated effluent is supplemented with raw water and used for irrigation of the Wild Wings Golf Course. The contracted golf course operator is responsible for all operations and maintenance of the golf course irrigation system, excluding the operation of the golf course irrigation pump station located within the Wastewater Recycling Facility. Operational duties of the successful proposer will include ensuring that adequate irrigation water supplies are provided for the golf course, and that golf course irrigation is applied to the golf course in accordance with the requirements for use of tertiary treated water stipulated in the Waste Discharge Requirements (WDRs).

## 2. GENERAL SPECIFICATIONS

The County of Yolo is seeking proposals from qualified firms to provide full-service Operation and Maintenance Services for the Wild Wings Community Water Supply & Distribution and Wastewater Recycling Facilities.

- a. All work performed must be quoted at prevailing wage rates.

Per Public Works Contractor Registration Law [SB 854], contractors and subcontractors who intend to submit a proposal or perform work on this Project must be registered with the Department of Industrial Relations. Information is available at:

<https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- b. Contractors shall the appropriate Contractor's license required for repair and maintenance projects as required by the California Contractors State License Law (Bus. & Prof. Code Sec. 7000, et seq.) as well as a current DIR Number.
- c. All services must comply with current safety orders of the California Department of Industrial Relations and CAL/O.S.H.A. (California/Occupational Safety and Health Administration).
- d. The Contractor is expected to fully complete the attached price breakdown in the Price Sheet Exhibit C. These are examples of work typically required of the Contractor. A project may include one or more of these items. The project also may include items not listed on the proposal form.
- e. The Contractor is also expected to complete the Supplier's Questionnaire, Exhibit B outlining their qualifications for this work and the Previous Customer Reference form, Exhibit D.
- f. The prices submitted by the Contractors in this proposal must remain in effect for 36 months beginning June 6, 2024, through June 5, 2027. The awarded contract may be extended for two additional one-year periods at the same pricing, terms and conditions. Extended terms of this contract will continue for one-year periods.
- |                                      |               |
|--------------------------------------|---------------|
| i. Original Term                     | 6/6/24-6/5/27 |
| ii. 1 <sup>st</sup> Additional Term  | 6/6/27-6/6/28 |
| iii. 2 <sup>nd</sup> Additional Term | 6/6/28-6/5/29 |

## 3. CONTRACT MINIMUM REQUIREMENTS

- a. Contractor shall be a California Registered Engineer, and either a California Registered Environmental Health Specialist or Certified Treatment Plant Operator, as required by the California Regional Water Quality Control Board, to operate the Wastewater Treatment System. The certified treatment plant operator must be a Grade V level.
- b. Contractor shall hold a current State Department of Health Services Grade D2 Water Distribution Operator, T2 Water Treatment Operator and Grade 2 Wastewater Treatment Plant Operator certifications required to operate water treatment and distribution systems. With the proposed addition of an arsenic removal facility, the certification requirement may change accordingly.
- c. The Contractor must have a minimum of five years of experience and expertise operating and maintaining water treatment and water supply systems.
- d. The Contractor shall have qualified, certified trained personnel to run all equipment in accordance with all federal, state and local laws.
- e. Full-service contract operations require the Operator to be responsible for furnishing and maintaining vehicles and service trucks to carry on daily operations.

## 4. CONTRACT MINIMUM WORK REQUIREMENTS

### Wastewater Recycling Facilities (WRF) – Basic Services

- a. The Wastewater Recycling Facilities (WRF) include a tertiary wastewater treatment facility (WTF) located on Parcel H in the Wild Wings Community, all gravity sewer lines between the cleanout located back of the curb

adjacent to each of 341 services and the WTF, sewer manholes, two sewer lift station (Site B and at the WTF), and sewer force main. The Operator shall manage, operate and maintain the WRF within its design capacity and capability, and in accordance with permit requirements, including the following:

- i. The Operator shall provide a sufficient number of certified, qualified, capable and experienced personnel to manage, operate and monitor WRF operations 24/7, 365 days a year. Personnel shall meet relevant California State Water Resources Control Board and Regional Water Quality Control Board-Central Valley Region (RWQCB) requirements and hold certifications required for wastewater treatment operations.
- ii. The Operator shall provide a sufficient number of certified, qualified, capable and experienced personnel for WRF operations as necessary to ensure proper, timely and safe operations in accordance with all permit requirements. This work includes but is not limited to:
  - Gravity sewer collection system operations and maintenance
  - Gravity sewer collection system flushing, cleaning and blockage removal
  - Site A lift station operation and maintenance
  - Force main and Site B lift station operations and maintenance
  - WTF operations and maintenance
  - WTF process testing and process control
  - Sample collection, delivery and analysis as required to comply with WDRs and optimize WTF operation
  - Optimizing WTF performance by adjusting valves, mechanical equipment and SCADA system.
  - Groundwater monitoring well maintenance, monitoring and reporting (seven wells)
  - SCADA operations and maintenance, software updates
  - Recording plant data in a permanent log daily
  - Responding to routine service calls/complaints from residents within five days
  - Notifying customers prior to service interruptions at least seven calendar days in advance, when feasible
- b. The Operator shall schedule and coordinate sludge pumping, removal, waste characterization and waste disposal activities with sludge haulers and disposal sites. The most economical haulers and disposal sites shall be arranged by the Operator. All waste haulers must provide licensing and certification showing approved disposal sites prior to contracting. Final selection of sludge haulers and disposal sites shall be subject to prior approval by the County.
- c. The Operator shall operate sludge press activities and coordinate maintenance of sludge press equipment.
- d. The Operator shall monitor grit accumulations in the package plant and coordinate grit pumping, removal, waste characterization and waste disposal activities with sludge haulers and disposal sites.
- e. The Operator shall arrange for an electrician to inspect the lift stations, control room, pumps, etc. on an annual basis and provide a written report as the condition of the facilities.
- f. The Operator shall arrange for the inspection of the sacrificial anode cathodic protection system on an annual basis.
- g. The Operator shall minimize odor and maintain blower functions and bio cells as required by the Yolo-Solano Air Quality Management District.
- h. The Operator shall maintain the two stationary generators in good operating condition and arrange for annual servicing. The Operator shall prepare the Annual Throughput and Production Report to the Yolo-Solano Air Quality Management District, due March 31st of each year.
- i. The Operator shall develop a Preventative Maintenance Inspection (PMI) plan for County approval that includes all of the necessary inspections, tests, services, lubrication and repairs on the systems, within 30 calendar days of contract award. The plan shall include an inspection and PM schedule based on manufacturers' recommendations and industry best practices. Once approved, the Operator shall follow and continuously document the PMI schedule and provide this information to the Department of Community Services by the 15<sup>th</sup> of each month.

- j. The Operator shall perform or arrange for all preventative, routine, and scheduled maintenance and repairs, and furnish all related materials. Preventative, routine and scheduled maintenance and repairs are those ordinary and necessary tasks and supplies required to keep the mechanical components operating in accordance with manufacturer's recommendations under normal usage and good standards of care, and to keep the WTF and Site B sites maintained in a clean and neat manner, including but not limited to:
- Inspection, lubrication and cleaning of equipment.
  - Cleaning and replacing filters, screens, belts, fuse.
  - Checking and replacing lights.
  - Painting and corrosion control.
  - Calibrating flowmeter and analysis equipment.
  - Ordering and properly storing chemicals, chlorine and flocculants.
  - Maintaining the WTF site: sweeping, weed control, litter control, trash removal.
  - WTF site security.
  - Odor control.
  - Telephone service.
  - Office and cleaning supplies.
  - Cleaning the onsite restroom weekly, and stocking it with soap, toilet paper and paper towels.
  - Tools and equipment, laboratory glassware and bench testing equipment.
  - Scheduling deliveries and receiving.
- k. The Operator shall coordinate all repair work necessary due to equipment failure.
- l. In the event of an equipment malfunction or failure, the Operator shall take the necessary actions to restore the facility to normal operation. An emergency storage basin, with a 24-hour capacity, is included within the WTF site. All equipment or system failures must be repaired within this time frame to prevent overflows of the basin. Overflows and subsequent fines and added costs due to the Operator's failure to make repairs in a timely manner, as determined by the County, shall be the responsibility of the operator.
- m. The Operator shall send any parts or equipment needing repair to a factory-authorized repair location to determine the cause of failure and whether it can be repaired. Upon receipt of repaired or replacement parts or equipment, the Operator shall replace them.
- n. The Operator shall communicate and coordinate with the Wild Wings golf course operator to ensure the recycled water storage pond contains adequate supplies of irrigation water during summer irrigation months and adequate capacity for treated wastewater during the winter months.
- o. The Operator shall prepare all Discharge Monitoring Reports under the direct supervision of a Registered Engineer or Geologist per the Regional Water Quality Control Board Waste Discharge Requirements (WDRs) Order No. R5-2002-0077, submit them to appropriate agencies and provide the County with copies.
- Monthly Monitoring Reports by the first day of the second month following sampling.
  - Quarterly Monitoring Reports by the first day of the second month after the quarter.
  - Annual Monitoring Reports by February 1 each year.
- p. The Operator shall prepare a monthly facilities status report which will include, at a minimum, the following:
- Monthly influent and effluent flow totals for the WTP.
  - Maximum influent in gallons per minute (gpm) at the equalization tank.
  - Monthly summary of operational parameters, such as BOD, TSS, MLSS, DO and sludge judge.
  - Monthly summary of turbidity ranges and chlorine residuals.
  - Monthly list of equipment failures and or repairs for wastewater system.
  - Any violations of the permit.
  - Any sampling results that were out of compliance.
  - Any operational problems.
  - Any anticipated issues with the facilities in the upcoming months.

- q. The Operator shall prepare a Capital expenditure plan including all expenses for the below:
- Non-emergency equipment replacement
  - Process improvement
  - Cost savings suggestions
  - Regulatory compliance measures
- r. The Operator shall arrange for the collection, delivery and analysis of all samples per the WDRs in effect at the time this agreement is executed.
- s. The Operator shall receive automated emergency calls, 24 hours a day, and respond to emergency alarm calls. Emergency service involves the correction of conditions that constitute an immediate danger to personnel, threaten property and/or action required to restore essential service. The Operator shall take immediate action as the conditions warrant. Operators shall be available on-site within one hour of an emergency call and shall work continuously to correct the problem.
- t. The Operator shall receive automated emergency calls 24 hours a day and respond to emergency alarm calls. Emergency service involves the correction of conditions that constitute an immediate danger to personnel, threaten property, and/or action required to restore essential service. The Operator shall take immediate action as the conditions warrant. Operators shall be available on-site within one hour of an emergency call and shall work continuously to correct the problem.
- u. The Operator shall notify the County if the facilities condition or its influent characteristics are such that any operations are not in compliance with any permit requirements. The Operator shall take immediate corrective action.
- v. The Operator shall assist the County in preparing the annual operating budget. Preparation of the budget will be limited to supplying estimated costs for chemicals, sludge hauling, Operator fees and any known equipment replacement needs. The Operator shall attend Wild Wings Community Service Area (WWCSA) Advisory Committee Meetings as required by the County.
- w. The Operator shall monitor calls to Underground Service Alert (USA) for underground service locating requests in the subdivision, and mark underground sewer facilities within three days of request.

**Wastewater Recycling Facilities (WRF) – Payment**

- a. The County shall pay the Operator a flat monthly fee for the basic services required to operate the WRF.
- b. The following items will be paid directly by the County: electrical and natural gas bills.
- c. The County will reimburse the costs of the following if incurred after Operator receives prior written approval:
- Equipment repair/replacement costs for mechanical equipment repairs/replacement that are not the result of improper operations or maintenance
  - Process chlorine, polymers, ferric acid, calcium hydroxide, sodium hypochlorite, dechlorinating agents and flocculants
  - Sludge disposal and hauling costs
  - Tertiary filter bed replacement
  - Sacrificial anodes for cathodic protection system
  - Plant improvements
  - Costs due to operational changes imposed by permitting agencies

Prior to incurring reimbursable expenses, the Operator shall obtain and provide evidence to the County showing the results of quotes and/or competitive bids in adherence to the County's procurement policy.

## **Water Supply & Distribution – Basic Services**

- a. The water supply and distribution facilities include two water supply sites with 360,000-gallon welded steel water storage tanks, domestic water wells and associated pumps, hydro-pneumatic tanks and chlorination facilities, a trailer mounted diesel generator, C900 domestic water distribution pipes between the well sites and 338 domestic metered services, three golf course services, one WRF service, one raw water service to the recycled water pond, four golf course pond metered fill valves, five Home Owners Association irrigation and swimming pool facility connections, shut-off valves, air release valves, fire hydrants and a sampling port. Operator's personnel shall be familiar with all of the regulatory requirements regarding public drinking water systems contained in the California Health and Safety Code and the California Code of Regulations and shall operate the facilities in full compliance with the law. The Operator shall manage and maintain the water wells and distribution system within design capacity and capability, and in accordance with permit requirements, including the following:
- i. The Operator shall provide a sufficient number of certified, qualified, capable and experienced personnel to manage, operate and monitor Water Supply & Distribution operations who meet relevant California State Water Board requirements and certifications.
  - ii. The Operator shall provide a sufficient number of certified, qualified, capable and experienced personnel for general onsite water utility operations as necessary to ensure proper, timely and safe operations of both water well sites, pumping facilities and the distribution system in accordance with all permit requirements. This work includes but is not limited to:
    - Plant and distribution system operations and maintenance, including personnel to climb to the top of tanks for monthly inspection.
    - On-site process testing.
    - Sample collection, delivery and analysis as required by the State Water Board.
    - SCADA system operations and maintenance.
    - Data recording in a permanent log.
    - Response to routine service calls/complaints from residents within five days
    - Customer notifications required for service interruptions.
    - Monitoring of all system functions, generating reports and maintaining a historical profile of system performance.
- b. The Operator shall develop a PMI plan for County approval that includes all necessary inspections, tests, services, lubrication, and repairs on the systems within 30 calendar days of contract execution. The plan shall include an inspection and PM schedule based on manufacturers' recommendations and industry best practices. Once approved, the Operator shall follow and continuously document the PMI schedule and provide this information to the County by the 15<sup>th</sup> day of each month.
- c. The Operator shall perform or arrange for all preventative, routine and scheduled maintenance and repairs. Preventative, routine and scheduled maintenance and repairs are those ordinary and necessary tasks and supplies required to keep the mechanical components operating in accordance with manufacturer's recommendations and good standards of care, and to keep the two well sites maintained in a clean and neat manner, including but not limited to:
- Inspection, lubrication and cleaning of equipment.
  - Cla-valves servicing.
  - Backflow prevention testing.
  - Distribution line flushing twice per year, at a minimum.
  - Distribution and station valve exercising.
  - Tank flushing, annually.
  - Cleaning and replacing filters, screens, fuses.
  - Checking and replacing lights.
  - Cleaning interior of MCC units and fans.
  - Painting and cleaning corrosion.
  - Annual cathodic protection maintenance..
  - Calibrating flowmeters, transducers and analysis equipment
  - Ordering chemicals, sodium hypochlorite and dechlorinating agents.
  - Maintaining the well site: sweeping, weed control, litter control, trash removal, gutter cleaning.
  - Well site security.

- Telephone service.
  - Office and cleaning supplies.
  - Tools and equipment, laboratory glassware and bench testing equipment.
  - Scheduling deliveries and receiving.
- d. The Operator shall coordinate all repair work necessary due to equipment failure.
- e. In the event of an equipment malfunction, failure or other required repair such as a pipeline repair, the Operator shall take the necessary actions to restore the system or facility to normal operation.
- f. The Operator shall maintain, fuel and transport between the two well sites, a trailer mounted generator as needed to provide emergency backup power and will prepare the Annual Throughput and Production Report to the Yolo-Solano Air Quality Management District, due March 31<sup>st</sup> of each year.
- g. The Operator shall send any parts or equipment needing repair to a factory-authorized repair location to determine the cause of failure and whether it can be repaired. Upon receipt of repaired or replacement parts or equipment, the Operator shall replace them.
- h. The Operator shall communicate and coordinate with the Wild Wings golf course operator regarding raw water supplies for lake filling on the golf course property.
- i. The Operator shall prepare all water quality reports required by the State Water Board, submit them to appropriate agencies and provide the County with copies. This includes the annual Consumer Confidence Report, a copy of which will be provided to the County for distribution to the Wild Wings water consumers.
- j. The Operator shall prepare a monthly facilities status report which will include, at a minimum:
- Monthly total production of raw and drinking water in gallons from both wells.
  - Monthly pumping water and static water levels in both wells and clearance to the top of the bowls.
  - Monthly pressure ranges in distribution system.
  - Monthly chlorine residual ranges in system.
  - Water balances in months when water meters are read.
  - Monthly list of equipment failures and or repairs for system.
  - Any violations of the permit.
  - Any sampling results that were out of compliance.
  - Any operational problems.
  - Any anticipated issues with the facilities in the upcoming months.
- k. The Operator shall prepare a Capital expenditure plan, including all expenses for the below:
- Non-emergency equipment replacement
  - Process improvement
  - Cost savings suggestions
  - Regulatory compliance measures
- l. The Operator shall arrange for the collection and analysis of all water samples required under the Overall Water Quality Monitoring Plan and the Water System Permit (State System No. 5710011) as issued by DHS. The Operator shall utilize a State certified laboratory acceptable to the County.
- m. The Operator shall arrange for annual calibration of the facilities flow meters and transducers by a qualified service technician.
- n. The Operator shall provide the annual certification of all water system back-flow prevention devices located on the water supply site. The Operator shall ensure that back-flow prevention devices on customer's property are certified annually.
- o. The Operator shall arrange for an electrician to service the MCC panels and pumps on an annual basis and provide a written report as to the condition of the facilities.
- p. The Operator shall arrange for annual calibration and service of the cathodic protection system at both well sites.

- q. The Operator shall take emergency calls 24 hours a day and respond to emergency alarm calls. Emergency service involves the correction of conditions that constitute an immediate danger to personnel, threaten property and/or action required to restore essential service. The Operator will take immediate action as the conditions warrant. Operators shall be available on-site within one hour of an emergency call and shall work continuously to correct the problem.
- r. The Operator shall notify the County if the facilities' condition or water quality and/or pressure conditions do not meet permit requirements. The Operator shall take immediate corrective action.
- s. The Operator shall assist the County in preparing the annual operating budget. Preparation of the budget will include supplying estimated costs for chemicals, Operator's costs and any known equipment replacement needs. The Operator shall attend WWCSA Advisory Committee meetings as required by the County.
- t. Monitor calls to Underground Service Alert (USA) for underground service locating requests in the subdivision, and mark underground water facilities within three days of request.
- u. The Operator shall read all water system meters on a monthly basis. Meter readings shall be made by radio and the results provided electronically in a format acceptable to the County for billing purposes. The Operator shall perform all necessary water service "lockouts" for non-payment as directed by the County.

#### **Water Supply & Distribution – Payment**

- a. The County shall pay a flat monthly fee for the basic services required to operate the Water Supply & Distribution System.
- b. The following items will be paid directly by the County: electrical and natural gas bills.
- c. The County will reimburse the costs of the following materials if incurred after Operator receives prior written approval.
  - Equipment repair/replacement costs for mechanical equipment repairs/replacement that are not the result of improper operations and maintenance
  - Process sodium hypochlorite and dechlorinating agents
  - Sacrificial anodes for cathodic protection system
  - Plant improvements
  - Costs due to operational changes imposed by permitting agencies
  - Costs due to changes in water quality or water quality standards
  - Water statement process changes

Prior to incurring reimbursable expenses, the Operator shall obtain and provide evidence to the County showing the results of quotes and/or competitive bids in adherence to the County's procurement policy.

#### **5. SAFETY REQUIREMENTS**

All services must comply with current safety orders of the California Department of Industrial Relations and CAL/O.S.H.A. (California/Occupational Safety and Health Administration).

#### **6. AWARDED CONTRACTOR REQUIREMENTS**

- a. The successful awarded contractor must meet all insurance requirements as required in Yolo County Insurance Requirements, Attachment 1.
- b. As a condition of award and prior to execution of the Agreement by the County, the contractor will be required to secure both a payment and performance bond for an amount not less than 100 percent of the total annual amount payable pursuant to the contract.. Failure to meet this requirement shall constitute abandonment of the proposal submitted by the Proposer.
- c. **CONTRACT TERM:** Contractor agrees to provide services as specified in the RFP document for a period of three years. Pricing shall remain fixed for the initial three-year term. The County reserves the option to renew the resulting contract for two additional one-year terms, for a total term of five years.

**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**

Proposal are to be submitted electronically through Periscope Source formerly BidSync @ www.BidSync.com.

It is the sole responsibility of the proposer to ensure their proposal is fully uploaded to 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.

**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.

**SECTION II. RFP 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 Proposer 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 Proposer's sole risk. If the BidSync website is not available for proposal submission, the County may issue an extension of the proposal submission deadline.

| EVENT   | DATE    | TIME      | LOCATION                         |
|---|---------|-----------|----------------------------------|
| County Issues RFP                               | 1/19/24 |           |                                  |
| Mandatory Pre-Proposal Conference Job Walk      | 1/31/24 | 9:00 a.m. | 18544 Wildwing Dr., Woodland, CA |
| Deadline for Written Comments Posted on BidSync | 2/9/24  | 2:00 p.m. |                                  |
| County Issues Responses to Written Comments     | 2/15/24 |           |                                  |
| Deadline Proposal Due                           | 2/22/24 | 2:00 p.m. |                                  |
| County Completes Evaluations                    | 3/15/24 |           |                                  |
| Anticipated Contract Start Date                 | 6/6/24  |           |                                  |

## **SECTION III. GENERAL INSTRUCTIONS & INFORMATION**

### **A. RFP COORDINATOR**

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

County of Yolo Purchasing Division  
120 W. Main St.  
Suite G  
Woodland, CA 95695  
Phone: (530) 666-8073  
[karen.kawelmacher@yolocounty.org](mailto: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](http://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. RFP 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 Proposer 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 Proposer's sole risk.

### **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 proposal includes 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 Exhibit "A" 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. Proposers shall be required to provide all licenses and DIR registration number(s), including the appropriate Contractor's license required for repair and maintenance projects as required by the California Contractors State License Law (Bus. & Prof. Code Sec. 7000, et seq.).

#### **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 (PRA, California Government Code §6250 and following). The PRA contains limited exemptions. If proprietary information is contained in or attached to the proposal, and Proposer claims that it falls within one or more PRA exemptions, the proposal must clearly mark that information, "Exempt from PRA." In the event of a PRA request for such information, the County will contact Proposer and request that Proposer agree in writing to defend and indemnify the County in any litigation that may result from denial of a PRA request. Unless Proposer agrees to do so within five business days, the County will disclose the information under the PRA.

**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:

- Reasonableness of costs
- General Company Information
- Qualifications and Experience
- Responsiveness/Responsibility
- Past performance/customer references
- Detailed Work Plan
- Financial stability

**R. AWARD PROCESS**

The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the proposer can offer.

Notwithstanding the above, the County reserves the right to add terms and conditions deemed to be in the best interest of the County during final negotiations.

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

**SECTION IV. TERMS & 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. ADDITIONAL LAWS: PREVAILING WAGES**

- a. In the performance of the services required by this Agreement, Operator shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.
- b. Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services involve an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and authorized volunteers 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.
  - 1) If total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations and related bonding requirements. 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.
  - 2) The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate in excess of the prevailing wage rate set forth at the time of executing the Agreement. The possibility of wage increases is one of the elements to be considered by Contractor in determining a bid and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

**F. 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.

**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 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.

**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-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 months.

## **J. PRICE ESCALATION**

All prices are firm for a period of three years from the date of award. The Contractor may raise prices in accordance with the California Consumer Price Index (CPI-W, US City Average, All Items; NSA) for each of the allowable one-year extensions: (6/6/27-6/5/28, 6/6/28-6/5/29). The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten business days of the written request.

## **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 or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty 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 Division) 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 from future solicitations for default.

## **N. 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.

## **O. 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.

## **P. 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.

## **Q. 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.

## R. 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:

1. The name, address, and telephone number of the Protester;
2. The signature of the Protester or Protester's representative;
3. The solicitation title and due date;
4. Name of County employee designated as the RFP/IFB Coordinator;
5. Identification of the statute or procedure that is alleged to have been violated;
6. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
7. 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  
120 W. Main St., Ste. G  
Woodland, CA 95695

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.

## **SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL**

### **A. REQUIRED PROPOSAL SUBMITTALS**

The required method of submitting your proposal is electronically through Periscope Source formerly BidSync @ [www.BidSync.com](http://www.BidSync.com).

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. 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.

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