



# COUNTY OF YOLO

Purchasing Division

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Notice of Request for Proposals (RFP)  
For

Yolo County Community Services Department &  
Yolo County General Services Department

**INVENTORY & FEASIBILITY STUDY TO REMOVE FOSSIL FUELS  
FROM YOLO COUNTY OPERATIONS RFP  
RFP#GSDRFPKK2435**

Proposal Responses Due:  
**March 12, 2024 at 2:00 pm**

Yolo County Procurement Division  
120 West Main Street, Ste. G

Woodland, CA 95695

RFP 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"	Proposal Cost Form & Fee Schedule Rate
Exhibit "D"	Previous Customer References
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Exhibit "F"	Non-Collusion Non-Conflict of Interest Statement
Exhibit "G"	Exceptions

### **Attachments:**

Attachment 1	Sample County Contract
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## I. INTRODUCTION

### A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified consultants/consulting firms to conduct an inventory of all fossil fuels used in Yolo County operations and then assess the feasibility of removing these fossil fuels from use per the scope of work, in accordance with the 2030 Climate Action and Adaptation Plan (CAAP), as outlined in this RFP.

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

### B. SCOPE OF WORK

#### 1) GENERAL DESCRIPTION & BACKGROUND:

In September 2020, the Yolo County Board of Supervisors adopted Resolution No. 20-114, *Resolution Declaring a Climate Crisis Requiring an Urgent and Inclusive Mobilization in Yolo County*, which set the goal of meeting a carbon-negative footprint by 2030 while centering equity and ensuring a Just Transition. The County has since started the development of a 2030 Climate Action and Adaptation Plan (CAAP), and in partnership with the Yolo County Climate Action Commission (YCCAC), has developed a list of Early Action Projects to accelerate the County's carbon negative by 2030 goal while the CAAP is being developed. One of these Early Action Projects is an Inventory and Feasibility Study to Remove Fossil Fuels from Yolo County Operations wherein the County seeks to develop an inventory of all fossil fuels used in Yolo County operations, assess the feasibility of removing these fossil fuels from use, and outline a proposed process for doing so. Yolo County uses of fossil fuels include, but are not limited to, natural gas-powered hot water heaters, furnaces, and heating, ventilation, and air conditioning (HVAC) systems and gasoline-powered landscaping equipment and fleet vehicles.

The inventory component of this project will include an analysis of current fossil fuel uses in County operations (including age and expected lifespan of fossil fuel-powered equipment) along with the existing electrical system capacity and the total energy requirements (assuming full-electrification) of County buildings. The feasibility study will include an evaluation of building readiness to electrify (for example, if buildings have excess capacity built into their electrical infrastructure to electrify all operations and/or install electric vehicle charging stations, or if amperage and/or voltage will need to be upgraded), priorities for electrification, opportunities for improving energy efficiency of existing building infrastructure, cost estimates, and a proposed timeline. This project also includes the development of a Funding and Financing Roadmap as well as an Implementation and Monitoring Roadmap, which includes a proposed process for measuring greenhouse gas emission reduction. This action also includes reviewing and updating, as necessary, existing policies that encourage employees to work at least part-time from home and reduce vehicle miles traveled.

The overall project objective is to develop an implementable plan that will support the complete electrification and improved energy efficiency of County facilities by providing a prioritized, step-by-step improvement schedule complete with cost estimates and shovel-ready funding strategies. The plan should accommodate future facility needs on a 10-year planning horizon.

## 2) TECHNICAL SPECIFICATIONS:

The following tasks are identified for the purposes of providing clarity to consultant(s) submitting proposals on the Yolo County Inventory and Feasibility Study, however proposals should be submitted that reflect the creativity of the consultant team and may modify or combine these tasks and deliverables as appropriate to create a more effective Study.

**Vendor shall perform, at a minimum, the following tasks:**

### **Task 1: Project Management**

The consultant will be responsible for general project management of the Inventory and Feasibility Study and coordination with Department of Community Services' Sustainability Division and The Department of General Services, including providing necessary information and input to staff, clearly communicating data and information needs, scheduling and attending meetings, creating an overall project schedule, tracking timelines and deliverables, and communicating with staff.

Task 1 Deliverables: Detailed Request for Information (RFI) outlining data needs to complete Inventory and Feasibility Study; schedule regular check-ins with the County project team; project management timeline that includes dates for interim milestones, internal and external meetings, and incorporates time for revisions to the plan following stakeholder input periods; attend scheduled project team meetings and working group meetings as necessary.

### **Task 2: Conduct Inventory of Existing Fossil Fuel Uses in Yolo County Operations**

The consultant will work with County staff to identify the facilities/operations included and excluded from the study and create a detailed inventory of all fossil fuel uses in County operations. The inventory may include natural gas-powered hot water heaters, furnaces, and HVAC systems; gasoline-powered landscaping equipment; gasoline powered fleet vehicles; and more. The inventory will identify the age and expected lifespan of existing fossil fuel-powered equipment and energy efficiency of existing buildings and existing electric-powered equipment. The inventory must also include an analysis of existing electrical infrastructure, including the age and amperage of existing electrical panels.

Task 2 Deliverables: Spreadsheets and inventory database showing fossil fuel sources in Yolo County operations and associated GHG emissions; list of data sets used in analysis Detailed Inventory of Existing Fossil Fuel Uses in Yolo County, including summary of methodology (draft, revised draft, final).

In order to complete this task section, there will be a need for at least 6 to 8 scheduled site visits with the General Services Department for review of facilities.

### **Task 3: Develop Feasibility Study and Prioritization Plan**

The feasibility study will include an evaluation of building readiness to electrify (for example, if buildings have excess capacity built into their electrical infrastructure to electrify all operations and/or install electric vehicle charging stations, or if amperage and/or voltage will need to be upgraded), opportunities for improving the energy efficiency of existing facilities, phased priorities for electrification/energy efficiency upgrades, cost estimates for identified improvements, a proposed process for measuring greenhouse gas emission reduction, and a proposed timeline. This information will be used to inform a Funding and Financing Roadmap and an Implementation and Monitoring Plan (Tasks 4 and 5 Below).

Task 3 Deliverables: Detailed Feasibility Study and Prioritization Plan (draft, revised draft, final).

### **Task 4: Funding and Financing Roadmap**

Consultant will identify potential funding sources and financing strategies to support actions outlined in Tasks 3 through the development of a Funding and Financing Roadmap. This funding strategy will also include a cost benefit analysis of the various actions identified that includes cost of inaction. This work will be coordinated closely with the County's Climate Action and Adaptation, Capital Improvement Plan, and Strategic Plan, and should focus on phased funding and financing implementation through grants, general funds, special funds, and other relevant mechanisms/programs such as revolving loan funds or local project endowment. Where grant funds are recommended, Consultant will develop shovel-ready project description(s) for use in grant applications.

Task 4 Deliverables: Detailed Funding and Financing Roadmap with cost benefit analysis per measure (outline, draft, revised draft, final); project descriptions for use in grant applications (if applicable).

### **Task 5: Implementation and Monitoring Plan**

Due to limited staffing resources at the County level, a sound, actionable Implementation and Monitoring Plan is critical to ensuring timely progress is made on the priorities identified in Tasks 3 and 4. In order to operationalize the strategies and recommendations above, the consultant will create an Implementation and Monitoring Plan for the outlined Feasibility Study and Priority Plan strategies, as well develop a proposed process for measuring greenhouse gas emission reduction achieved through project implementation. The Implementation and Monitoring Plan is intended to be used, managed, and updated by the County and will include both qualitative and quantitative metrics to track and measure electrification/energy efficiency implementation and GHG reductions achieved. Automated tools to support easy management of implementation are preferred, particularly those that are open source and interoperable with other existing County databases and tools.

Task 5 Deliverables: Methodology for measuring GHG reductions achieved (draft, revised draft, final); Implementation and Monitoring Plan and Tool (outline, draft, revised draft, final).

**3) VENDOR MINIMUM REQUIREMENTS:**

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

- a. Five years' experience performing the services required in this RFP, including climate action planning, sustainability planning or other long-range planning efforts.
- b. Staff must have two (2) years' extensive building decarbonization experience.

**4) VENDOR ADDITIONAL REQUIREMENTS:**

- a. Consultant/Firm will be required to provide quarterly reports.

**5) AWARDED CONTRACTOR REQUIREMENT:**

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

**C. 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.

**D. SUBMITTING PROPOSALS**

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 Bidder/Offerer.

**E. ADDENDA**

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

questions submitted through BidSync shall be considered addenda to the solicitation documents.

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## II. SCHEDULE OF EVENTS

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

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

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

	EVENT	DATE	TIME
1	County Issues RFP	02/13/2024	-
2	Deadline for Written Comments Posted on BidSync	02/20/2024	2:00 pm
3	County Issues Responses to Written Comments	02/27/2024	
4	Deadline Proposal Due	03/12/2024	2:00 pm
5	County Completes Evaluations	04/09/2024	-
6	Anticipated Contract Start Date	05/15/2024	-

## III. GENERAL INSTRUCTIONS AND INFORMATION

### A. RFP COORDINATOR

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

Karen Kawelmacher, Lead Buyer  
120 West Main Street, Suite G.  
Woodland, CA 95695  
(530) 666-8073  
Karen.Kawelmacher@yolocounty.org

### B. COMMUNICATIONS REGARDING THE RFP

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

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at [www.bidsync.com](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. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync.

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

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

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

**C. PROPOSAL PREPARATION COSTS**

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

**D. PROPOSAL WITHDRAWAL**

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

**E. PROPOSAL AMENDMENT**

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

**F. PROPOSAL ERRORS**

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

**G. PROHIBITION OF PROPOSER TERMS & CONDITIONS**

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

**H. ASSIGNMENT AND SUBCONTRACTING**

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

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

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

**I. PROPOSAL OF ADDITIONAL SERVICES**

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

**J. INDEPENDENT PRICE DETERMINATION**

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

**K. INSURANCE**

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 3 before commencing work on the contract.

**L. LICENSURE**

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

**M. RFP AMENDMENT AND CANCELLATION**

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

**N. RIGHT OF REJECTION**

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

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

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

**O. DISCLOSURE OF PROPOSAL CONTENTS**

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

**P. PROPOSAL EVALUATION PROCESS**

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

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

**Q. AWARD OF PROPOSAL**

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

priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

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

- Qualifications and Experience of Consultant/staff 30 points
- Responsibility/Demonstrated Competence 5 points
- Cost Proposal 15 points
- Understanding & Approach to Project 35 points
- Project Schedule for each Task Completion 5 points
- Previous Customer References 10 points
- Quality and Completeness of Submitted Proposal pass/fail

**R. AWARD PROCESS**

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

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

Additionally, the County has the right to add interviews into this evaluation process.

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

**IV. TERMS AND CONDITIONS**

**A. QUALIFICATIONS/INSPECTION**

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

**B. NON-WAIVER**

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

**C. FEDERAL, STATE, AND LOCAL LAWS**

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

**D. GOVERNING LAW**

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

**E. NON-DISCRIMINATION**

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

**F. PUBLIC AGENCY**

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

**G. ADDITIONAL PURCHASES**

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

**H. EXTENSIONS**

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

**I. PRICE ESCALATION**

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

**J. INVOICES AND PAYMENT TERMS**

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

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

**K. COMPLIANCE**

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

substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**L. DEFAULT**

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

**M. TERMINATION FOR CONVENIENCE**

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

**N. CANCELLATION FOR UNAPPROPRIATED FUNDS**

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

**O. ASSIGNMENT/TRANSFER/SUBCONTRACTING**

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

**P. F.O.B. POINT**

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

**Q. PROTESTS**

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

**1) Protest Procedures:**

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

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

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

Manager of Procurement  
Yolo County Department of Financial Services  
120 West Main Street, Ste G.

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.

## V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

### A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Periscope Source formerly BidSync @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. REQUIRED PROPOSAL SUBMITTALS

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

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

### C. FORMAT PROPOSAL AND CONTENT:

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

The format and content of the Proposal are as follows:

1. If provided, use the forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins. There is a 30-page limit on submittals not including previous customer references.
2. Identify the Category of the Proposal, Proposal number and Proposer name on every page submitted.
3. All pages shall be numbered sequentially.

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

#### **D. Pricing Requirements**

When preparing Proposal Cost, Contractor shall submit pricing as follows:

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