



COUNTY OF YOLO

Procurement Division

Notice of Request for Proposals (RFP)
For

Yolo County Community Services Department

Climate Action & Adaptation Plan (CAAP) Dashboard

RFP#GSDRFPKK2452

Proposal Responses Due:
November 14, 2024 at 2:00 pm

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

Woodland, CA 95695

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

TABLE OF CONTENTS

Section	Section Title	Pages
I.	Introduction	3
II.	RFP Schedule of Events	8
III.	General Instructions & Information	9
IV.	Terms and Conditions	12
V.	Instructions for Completion of Proposal	15

Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Qualification & Experience
Exhibit "C"	Proposal Cost Form & Fee Schedule Rate
Exhibit "D"	Response Previous Customer References
Exhibit "E"	Signature Page
Exhibit "F"	Non-Collusion Non-Conflict of Interest Statement
Exhibit "G"	Exceptions

Attachments:

Attachment 1	Sample County Contract
--------------	------------------------

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified consultants/consulting firms to develop a web-based Climate Action Dashboard for the Yolo County Sustainability Division per scope of work, in accordance with the 2030 Climate Action and Adaptation Plan (CAAP), as outlined in this RFP. Upon completion of the dashboard, the County will own and maintain the system.

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

B. SYNONYMOUS TERMS

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

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

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

C. SCOPE OF WORK

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*. This resolution committed Yolo County to a carbon-negative goal by 2030, with emphasizing equity and a Just Transition. The County has since developed the 2030 Climate Action and Adaptation Plan (CAAP) with guidance from the Yolo County Climate Action Commission (YCCAC). The Yolo CAAP outlines over 180 actions across 40 measures and 10 strategies aimed at reducing emissions and improving climate resilience. To ensure transparency and accountability, these actions will be tracked, monitored, and shared publicly online for community members and stakeholders to follow the progress of the CAAP.

This project includes the development a public-facing, user-friendly, and interactive Climate Action Dashboard for the 2030 CAAP. This dashboard will act as a primary tool for tracking greenhouse gas (GHG) emissions reductions, climate resilience efforts, and other key metrics. By integrating real-time emissions data and progress updates, the dashboard will help communicate progress to staff, community members, and decision-makers, while managing the extensive data from the County's Greenhouse Gas (GHG) inventories and emissions forecasts. The goal of the CAAP is to achieve a carbon-negative footprint by 2030, with the dashboard playing a critical role in monitoring progress and engaging the community in implementation.

The project will involve stakeholder engagement to identify relevant metrics and the collection and integration of data into an easy-to-navigate online dashboard. This dashboard will be developed within the existing Yolo CAAP Portal and will communicate progress on climate adaptation and community resilience efforts, especially those impacting frontline communities.

Key features of the dashboard will include data analytics, real-time scenario building, interactive visualizations, progress tracking, and reporting capabilities. The system must be user-friendly, accessible in multiple languages, and optimized for public use. The selected Consultant/Firm will be responsible for developing and maintaining the platform through 2026, ensuring regular updates and support (such as trainings for staff).

Due to limited staffing resources and the volume of actions listed in the CAAP, there is a critical need for support in establishing a climate dashboard. Yolo County is seeking a Consultant/Firm with:

1. Recent experience developing user-friendly data management solutions for agencies.
2. Experience in creating reports and reporting tools for tracking climate resilience.
3. Familiarity with large-scale monitoring and evaluation programs.

These requirements are critical for achieving our net-negative goals by 2030 and coordinating efforts across County departments responsible for implementing CAAP programs.

Project will be funded in full by American Rescue Plan Act funding which has a cap of \$100,000 for this project.

1) TECHNICAL SPECIFICATIONS:

The dashboard must meet the following technical specifications:

Task 1: Project Management - The selected consultant will collaboratively manage the project with the County's Sustainability Division staff and relevant stakeholders. This will include scheduling regular meetings, managing timelines, providing progress reports, website trainings to staff, and presentations to relevant local boards/Commissions/Committees.

Task 1 Deliverables:

- Develop a detailed project plan, project-kick off meeting, and a timeline of key milestones.
- Schedule regular meetings with the County project team and provide meeting agendas, action items, and summaries.
- Consultant/Firm will be required to provide quarterly reports for American Rescue Plan tracking.

Task 2: Draft Data Metrics – The selected Consultant/Firm will develop tracking systems for the 10 core strategies, 40 measures, and 180 distinct actions outlined in the 2030 CAAP. Based on the CAAP, the selected Consultant/Firm will collaborate with County Staff and stakeholders to identify the most effective data metrics and climate resilience stories for inclusion in the dashboard. At least one stakeholder workshop will be held to gather feedback on proposed metrics and reporting methods. These metrics will be used to create interactive tools and data visualizations for the dashboard, enabling real-time progress tracking and scenario modeling.

Task 2 Deliverables:

- At least one stakeholder workshop to gather feedback on proposed metrics and reporting methods (including agenda and presentations at meeting).
- Draft set of resilience metrics to track progress of the strategies, measures, and actions in the CAAP, including proposed data sources and visual tools to be integrated into the dashboard.

Task 3: Finalize Data Metrics for the Dashboard – Based on stakeholder input, refine and finalize the climate action and resilience metrics and develop a monitoring plan for the final metrics. Collaborate with staff to develop a draft climate adaptation and resilience narrative and content to tell the story of the CAAP in relation to the desired message and metrics. This narrative will be woven into the dashboard with the metrics serving as visual aids to make CAAP progress understandable. Selected Consultant/Firm will develop a monitoring plan to ensure consistent and ongoing data collection (including considerations for long term cost and feasibility in measuring identified metrics). Identify information sources and monitoring protocols for metric tracking.

Task 3 Deliverables:

- Final recommended metrics.
- Draft and final prototypes of the dashboard interface.
- Project Demo and testing with staff prior to acceptance
- Draft and final monitoring plan.
- Draft and final climate resilience narrative.

Task 4: Dashboard Development – The selected consultant will be responsible for developing the technical aspects (code, framework, etc.) of the dashboard within the Yolo County CAAP Portal platform. The consultant and County staff will collect data for metrics and integrate the data into an interactive, user-friendly, and visually engaging platform. Along with technical aspects, the consultant will finalize the dashboard written context (in partnership with County staff) that tells the Yolo County climate action and resilience story. This dashboard will be the primary tool for residents, County staff, and decision-makers to track Yolo County’s progress toward its climate goals. The consultant will also develop custom infographics that can connect to different data sets across the dashboard.

The dashboard must meet the following design and functionality requirements, ensuring that the design reflects the County’s priorities, with a focus on equity, ease of use, and accessibility.

1. Interactive Visual Design:

- The dashboard should feature dynamic visualizations, such as interactive charts, graphs, progress bars, and heat maps. These visualizations must allow users to filter data by various categories (e.g., GHG emissions by sector/strategy, timeframes (phase I, II, III), and action type (ordinance, program, municipal action, etc.)).
- Include icons and photos to enhance user experience and make the dashboard visually appealing. CAAP icons should be used to represent different sectors (e.g., transportation, energy, water) and actions.
- The interface must be understandable, enabling residents, stakeholders, and staff to quickly understand the data presented.

2. Public-Facing and Internal Use:

- The dashboard should be public-facing, providing the community with easy access to the County’s progress on CAAP strategies, measures, and actions.
- For internal use, it should allow for secure staff editing and updating of data, metrics, and content. The back-end system must be simple enough for County staff to manage without requiring significant technical expertise.
- The dashboard should be built with role-based access to ensure that only authorized personnel can edit data while making key information publicly visible.
- **Dashboard ownership and maintenance must be transferrable to County at conclusion of contract at no additional cost.**

3. Scenario Tracking:

- Include a scenario tracking tool that allows users (both public and staff) to model different emissions reduction pathways based on varying levels of action or intervention.

- This feature should enable users to explore potential benefits of actions like fleet electrification, increased renewable energy generation, or reduced water consumption, visualizing how these efforts would contribute to meeting CAAP goals.

4. Website Integration:

- The dashboard must be fully integrated into Yolo County’s existing website and CAAP Portal and optimized for both desktop and mobile use. It should be compatible with major web browsers and meet WCAG accessibility standards to ensure that all residents, including those with disabilities, can interact with it.
- The system should be built using technology that is easily maintainable by the County staff, and adaptable for future updates and expansions upon the conclusion of the contract.

5. Public Interaction Features:

- To enhance community engagement, include a Community Tracker, where residents can pledge actions (e.g., reducing water use, biking to work) and report on their progress toward reducing their carbon footprint. This feature should allow the County to track community participation in climate initiatives.
- Consider options for interactive quizzes or challenges where residents can learn about sustainable practices and commit to climate-friendly actions.
- Incorporate features that allow residents to submit feedback or suggestions on the CAAP’s progress and the dashboard itself.

6. Data Reporting and Accessibility:

- The dashboard should allow users to generate custom reports on emissions reductions, energy consumption, and other key metrics. These reports should be exportable in various formats (e.g., PDF, Excel).
- Include multilingual support to ensure that non-English-speaking residents can access the information in their preferred language. English and Spanish are required; preference for additional languages including Russian.
- Ensure that the system is ADA-compliant and optimized for use with screen readers and other assistive technologies.

Task 4 Deliverables:

- Final Climate Dashboard that includes all key functionalities and design elements such as data visualizations, scenario tracking, public interaction tools, and real-time data integration.
- Integration of dashboard into existing website.
- Detailed dashboard guide for staff, outlining how to use, update, and maintain the system during and after contract period.
- Project Demo and testing with staff prior to acceptance

Task 5: Public Engagement – Support public dashboard launch to gain awareness and engage the public on the goals of the CAAP and Yolo County’s process towards a net-negative carbon emissions future. Work with County staff to develop an outreach strategy to conduct outreach to the community to engage with them on the CAAP dashboard.

Task 5 Deliverables: Outreach strategy.

2) VENDOR MINIMUM REQUIREMENTS:

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

- a. A minimum of five (5) years of experience in climate action planning, sustainability projects, or long-range environmental planning, including the development of dashboards for tracking emissions and sustainability metrics is required.
- b. Staff must have two (2) years' extensive experience working with emissions tracking platform projects.
- c. Consultant shall have two years' experience working with/designing interactive web-design platforms.

3) AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Exhibit "A," 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 or not to exceed December 31, 2026.. The cost will remain firm for the entire contract period.

D. PROPOSAL DEADLINE

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

E. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through 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 Bidder/Offerer.

F. ADDENDA

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

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	10/17/2024	
	Deadline for Written Comments Posted on BidSync	10/29/2024	2:00pm
2	County Issues Responses to Written Comments	11/01/2024	
3	Deadline Proposal Due	11/07/2024	2:00pm
4	County Complete Evaluations	11/21/2024	
5	Demos Scheduled with Top Vendors	12/04/2024	
6	Anticipated Contract Start Date	12/18/2024	

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 C.
Woodland, CA 95695
(530) 666-8073

B. COMMUNICATIONS REGARDING THE RFP

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

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.bidsync.com in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted 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 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.

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:

- 1) Qualifications and Experience
- 2) Responsiveness/Demonstrated Competence
- 3) Proposer's Understanding & Approach to the Project
- 4) Project Schedule
- 5) Past Performance
- 6) Cost Proposal
- 7) Quality and Completeness of Submitted Proposal

The County will ask the top firms selected from the evaluation process to hold demonstrations of their proposed web-based systems. Demonstrations will be scored to select a final awarded vendor.

R. AWARD PROCESS

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

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

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

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

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

B. NON-WAIVER

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

C. FEDERAL, STATE, AND LOCAL LAWS

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

D. GOVERNING LAW

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

E. NON-DISCRIMINATION

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

F. PUBLIC AGENCY

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

G. ADDITIONAL PURCHASES

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

H. EXTENSIONS

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

I. PRICE ESCALATION

All prices are firm for a period of two (2) years from the date of award or not to exceed December 31, 2026

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 General Services
120 West Main Street, Ste C.
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 Periscope Source formerly 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.

IV. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through 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 Qualifications & 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 20-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.
4. All forms and attachments that require signatures must be signed for inclusion in the original of the Proposal package. Signature stamps are not acceptable.