

**County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division**  
on behalf of the  
**Health and Human Services Agency**



**Request for Qualifications (RFQ)  
#24-952-039**

for

**Navigation Center Operations and Meal Services**

**Submittal Deadline:**

**April 5, 2024, not later than 3:00:00 PM (Pacific)**

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Attachment A – Sample Agreement for Services\*

Attachment B – RFQ Response Information and Certification

Attachment C – Team Qualifications and Experience

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Attachment E – Proposed Work Plan and Workload

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Attachment G – HHS Budget Tool

\*The attached Sample Agreement for Services is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

## 1.0 INTRODUCTION

The County of El Dorado (hereinafter referred to as County) is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two (2) incorporated cities in the County are Placerville and South Lake Tahoe. The United States (US) Census estimates that, as of 2020, the population of the County is 194,940. The largest city in the County is South Lake Tahoe, a resort city located in the Sierra Nevada Mountains, with a reported US Census 2020 population of 22,487.

The County's Health and Human Services Agency (HHS) offers a variety of services to vulnerable individuals including those individuals who are either currently homeless or at risk of homelessness.

In February 2022, the County opened the sixty (60) bed Navigation Center (hereinafter referred to as "Shelter"), a housing first, low-barrier, service-enriched facility focused on moving homeless individuals into permanent housing. The Shelter provides temporary facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, and housing. The Shelter's focus is on reducing unsheltered homelessness and connecting participants to services and housing solutions, offering low-barrier shelter that allows guests to remain with partners, pets, and possessions.

The County's Procurement and Contracts Division, on behalf of the HHS, is soliciting sealed Statements of Qualifications (SOQ) from highly qualified and experienced service providers (hereinafter referred to as "Respondent" or "firm") to help support the County's system of homeless care with the provision of two (2) services categories: 1) Operations of the Shelter; and 2) Meal Services to Shelter Participants. Firms must have and demonstrate their experience in providing the services specified in this Request for Qualifications (RFQ) that address and support the County's efforts in addressing homelessness within the County.

The purpose of this RFQ is to establish qualified lists for the two (2) service categories identified in Section 2.0 of this RFQ. The County will name successful Respondents (as used herein, a "Respondent" is a person, entity, or organization that submits a response to this RFQ) to each Qualified List (hereinafter referred to as QL), which shall be valid for a maximum period of three (3) years from the date of award. Respondents may request consideration for a single service category, or both service categories described in this RFQ for which they are qualified. The County intends on awarding one (1) or multiple Agreements for these services as described below, and each Agreement will have an initial term of three (3) years, with an optional extension term of two (2) years.

The County makes no specific guarantee of a minimum or maximum amount of services which shall be requested of any Respondents named to each resulting QL. The County will assign work by either selecting a Respondent from each QL

and negotiating a contract with that firm or soliciting informal submittals from the Respondents listed on the QL for specific tasks, and will negotiate a contract with the selected Respondent based on the experience and expertise required for the work, Respondent's current workload, ability to respond, or other relevant criteria. This RFQ includes a description of the scope of work, submittal requirements, and instructions for submitting your SOQ.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

The following schedule for this RFQ process is listed below for reference purposes and is subject to change:

RFQ Issuance	March 5, 2024
Deadline for Final Questions	March 22, 2024
Answers Posted on or About	March 29, 2024
Due Date for Submissions	April 5, 2024
Date reserved for Interviews (if deemed necessary by County)	April 26, 2024

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued and posted at:

<https://pbsystem.planetbids.com/portal/48157/portal-home> ("PlanetBids").

Any amendment to this RFQ is valid only if in writing and issued by the Chief Administrative Office, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFQ are invalid.

All interpretations or corrections, as well as any additional RFQ provisions that the County may decide to include, will be made only as an official addendum that will be posted to PlanetBids and it shall be the Respondent's responsibility to ensure they have received all addendums before submitting their submittal. Any addendum issued by the County shall become part of the RFQ and shall be incorporated into the submittal.

County will not be bound by oral responses or inquires or written responses other than written addenda.

## 2.0 SCOPE OF WORK

Any reference in this RFQ to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Respondent under the agreement. In the event of any conflict between a provision of this RFQ and the provisions of the agreement attached as Attachment A, the terms of the agreement shall govern.

Successful Respondents named to each service category QL will provide the following services:

### **Service Category 1: Operations of the Shelter**

The successful Respondent will provide all services for operation and case management for the Shelter as outlined below, including at a minimum, low-barrier, housing-focused, person-centric case management, and operation services for up to sixty (60) unhoused adults at a time. The Shelter does not allow walk-ups and operates on a referral basis only. The successful Respondent will utilize evidence based best practices in ending homelessness to coordinate all the necessary care, facilitate timely access to services, and improve the transition of the facility participants from the Shelter into permanent housing. The successful Respondent will oversee and coordinate all Shelter operations twenty-four (24) hours a day, seven (7) days a week.

- 1) **Operations:** Shelter operations will at a minimum include the following:
  - a. Oversight of program and support staff including hiring, training, meetings, accountability, staff schedules, and data entry into the local Homeless Management Information System (HMIS).
  - b. Ensure all day-to-day operations are conducted and led in a safe and non-judgmental manner.
  - c. Act as a point of contact for partner agencies' day to day needs.
  - d. Establish and act as a point of contact for a set of community agreements to respect the neighbors and surrounding neighborhoods with regards to noise, cleanliness, security and safety, and mutual accountability.
  - e. Address complaints and grievances by participants, staff, partner agencies, and neighbors.
  - f. Complete Shelter intakes with Shelter participants.
  - g. Orient participants on Shelter policies, rules, rights, responsibilities, and ensure participants are reoriented on a regular basis.
  - h. Maintain accurate and up-to date records on orientations provided.
  - i. Provide monthly (or more frequently upon request) data reports to County and applicable community partners.
  - j. Perform daily safety checks inside and outside the facility.

- k. Control excessive noise or loitering from participants both inside and outside the facility.
  - l. Deescalate issues and intervene in disturbances.
- 2) **Case Management:** Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, and advocacy for options and services to meet individual needs. In this context, case management and supportive services are designed to focus on housing needs and assist the individual to become stably housed. Critical components in the provision of case management services will at a minimum include the following:
- a. Establish procedures for screening participants at program entry and intake for eligibility and connection to services.
  - b. Work with Shelter participants to create personalized, participant-directed housing goals. Set individual service plans with participants based on assessed information and participant-self-determined goals within five (5) working days of participant entering program.
  - c. Create individualized housing plans with participants to include the path from current homelessness to permanent stable housing during the course of receiving assistance from the successful Respondent (The plan may include assistance in accessing food, assistance in coordinating transportation to/from necessary appointments, and other individualized supports).
  - d. Help Shelter participants establish “document readiness” necessary for them to meet common lease and/or rehousing program application requirements.
  - e. Assist Shelter participants in the identification of appropriate shared housing options.
  - f. Provide information and referrals to other providers, warm hand-offs, and linkages to services. Coordinate with community support partners, and health-care contacts for service planning and case conferencing where appropriate.
  - g. Assess participant income, credit, legal issues, and help participants prioritize employment options when appropriate. Provide or coordinate with community partners to provide classes for financial literacy, credit repair, tenant counseling, landlord-tenant mediation, and legal referrals for court proceedings related to housing issues for Shelter participants.
  - h. Connect eligible participants to county mental health support and addiction services, domestic violence and/or sexual assault services, legal services, and rehabilitation support. Referrals should be directly related to resolution of housing barriers.
  - i. Provide resource information and appropriate case planning specific to any participant who has a physical or cognitive impairment.

- j. Support participants in attending necessary appointments and accompany guests to appointments as needed. Supply bus passes and/or assist in the coordination of transportation.
  - k. Assist in income stabilization and collaborate with the County to document participant enrollment in public assistance programs in order to ensure income will support transition into shared housing sites as they become available.
  - l. Act as a source of engagement, information sharing, and problem solving for participants.
  - m. Provide storage of participant's medication and personal supplies and participant access to the items as necessary.
- 3) **Case Records:** Case records management will at a minimum include the following:
- a. The successful Respondent will ensure that participants are screened for eligibility prior to admission to County Shelter programs and will upload completed documentation to the participant's HMIS file.
  - b. The successful Respondent will comply with the El Dorado Opportunity Knocks Continuum of Care (CoC) HMIS Policies and Procedures, available at <https://www.edokcoc.org/coc-governance>, including all updates thereto, and incorporated by reference herein.
  - c. HMIS Data Quality: The successful Respondent will ensure that HMIS data reporting requirements are met, and participant data is collected and reported in the HMIS system accurately and timely.
- 4) **Training:** Training will at a minimum include the following:
- a. The successful Respondent's staff will be trained in cardiopulmonary resuscitation (CPR), Trauma Informed Care, De-escalation, & Motivational Interviewing Training.
  - b. The successful Respondent's staff will facilitate Shelter participant's Living Skills Training groups and Substance Abuse Educational groups.
- 5) **Facilities Maintenance and Supplies:** Facilities maintenance and supplies will at a minimum include the following:
- a. Stay up-to date and in compliance with all federal, state, and local COVID-19 protocols including safety protocols and sanitation guidelines with Shelter participants, staff, and guests to protect guests and staff from exposure to COVID-19.
  - b. Ensure cleanliness and sanitation of the interior and exterior of facility.
  - c. Assure supplies are stocked and appropriately secured in maintenance storerooms, maintain cleanliness and order of

- d. storerooms, and perform regular inventory of cleaning supplies and minor repair items.
  - d. Check facility daily for any safety concerns and understand local and state safety codes.
  - e. Report all building deficiencies to County.
  - f. Coordinate with County about all planned general, preventative, and repair maintenance at the Shelter.
  - g. Coordinate any scheduled maintenance or repair work.
- 6) **Communication:** Communication services will at a minimum include the following:
- a. Serve as liaison to County and city contract personnel, and elected officials.
  - b. Participate in developing community relations and maintain positive image of the program.
  - c. Maintain safe relationships with participants, staff, and all community service agencies.
  - d. Assist other staff, partners, and law enforcement officers as needed.

### **Service Category 2: Meal Services to Shelter Participants**

The successful Respondent named to the QL for this service category will deliver three (3) meals a day in support of participants in the Shelter, as defined below:

- 1) The successful Respondent will perform the required shopping and meal preparation to provide three (3) meals a day consisting of a continental breakfast, bag lunch, and hot dinner daily for each participant identified by the Shelter staff.
- 2) The successful Respondent will ensure that these meals are prepared, available, and delivered at a regularly scheduled time to the Shelter once per day.
- 3) The successful Respondent will provide all disposable tableware and utensils needed for the meals.

### **3.0 SUBMITTAL FORMAT REQUIREMENTS**

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably. The response documents shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Unnecessarily elaborate responses, enclosures, and specialized binding

are not desired, and may be construed as an indication of Respondent's lack of cost consciousness.

If Respondent is submitting a response for more than one (1) service category, the response may be submitted by grouping the multiple categories together in one (1) response.

All submittals shall contain the following elements, and in the order given:

**3.1 RFQ Response Information and Certification:** Submit a completed and signed RFQ Response Information and Certification form (included with this RFQ as Attachment B). Respondents should identify (apply a check mark) the service categories it is qualified to perform in accordance with the services listed in Section 2.0 of this RFQ.

**3.2 Team Qualifications and Experience:** A Response Document (Team Qualifications and Experience - Attachment C) has been provided to assist Respondents in providing:

- The qualifications and experience of the team members that will be dedicated to providing the proposed services.
- The specific qualifications and experience with projects similar to the requested services, including local government or municipality experience for key team members.
- An organization chart of the proposed staff to be assigned to the proposed services.
- A brief discussion of current project commitments made to other agencies, showing the percentage of time key staff members are available during the effective period of the resulting contract.
- The firm name, area of expertise, the names of individual staff assigned to this project, and their role on the team for any subcontractor to be used.

**3.3 Experience of Firm:** A Response Document (Experience of Firm - Attachment D) has been provided to assist Respondents in providing:

- A description of the firm's experience and history providing similar services, detailing any related experience in providing services to homeless individuals (including the number of homeless individuals the organization currently serve per year).
- The firm's mission, experience, and history, including any successful outcomes, including any experience with local Continuums of Care entities and government agencies.

**3.4 Proposed Work Plan and Workload:** A Response Document (Proposed Work Plan and Workload - Attachment E) has been provided to assist Respondents in providing:

- A description of services to be provided, proposed service models that will be implemented, and any optional/additional or complimentary services that will enhance service quality and delivery to Shelter participants.
- A brief narrative regarding the firm's plan for services as related to each task listed in Section 2.0. Respondents that plan on utilizing subcontractors shall provide a brief narrative to explain how the use of subcontractors will not negatively impact the Respondent's work plan and quality of service provided to the County.
- A thorough discussion of methodologies the firm believes are essential to providing the necessary services, including: 1) project constraints; 2) milestones; and 3) required approvals relating to the project to ensure services are performed in a timely manner. Provide a narrative of proposed staffing size, current workload, and with consideration of the Respondent's current projects, confirm the Respondent's ability to perform the work as described herein.

**3.5 References:** Using Attachment F – References, include at least three (3) references of related projects, including client's name, name of the project, contact person's first and last name with current email address and direct phone number along with a brief description of the project (including project completion date). Verify that all reference information is current and accurate especially that of the contacts and contact information prior to submitting their response.

**3.6 Cost Proposal:** Cost proposal submission will be required for all Respondents; however, cost proposals will only be retained for the successful Respondents named to the resulting QL. All Respondents must complete and submit a proposed budget using Attachment G – HHS Budget Tool, outlining the expected cost of the services, broken down by major cost categories. **It is important to note that if Respondent is submitting SOQs for both service categories (1 and 2), they submit different Cost Proposals for each service category.**

Important considerations are as follows:

- 1) The completed budget should include all direct costs necessary to perform the services proposed in Section 2.0, for an anticipated three (3) year initial term (complete budget tab in Attachment G labeled Contractor Budget). The Respondent shall also complete the optional

two (2) year additional term budget tab (labeled 2 Additional Years [Optional]), thereby providing a total five (5) year term budget for proposed costs. Proposed direct costs are those costs directly related to the services solicited. They may include staff time, or performing other activities directly related to the scope of work.

- 2) All proposed costs should include a description or formula indicating how the total cost amount was determined. Attachment G provides a sample for creating a consistent format.
- 3) Respondents should identify all personnel/position costs inclusive of salary and benefits, any contract or subcontract costs that will be incurred (whether for goods or services), any operational costs, as well as indirect costs (Facilities & Administrative [F&A] costs).
- 4) Indirect costs (F&A costs) can only be reimbursed as a percentage of actual costs billed on a monthly basis. As a result, Respondents must factor these costs as a percentage of the total direct costs proposed. Indirect cost rates in excess of ten percent (10%) of the total direct costs proposed will not be evaluated favorably.

**IMPORTANT:** Firms submitting electronic submittals to the PlanetBids website must not include their Cost Proposal submittal in their main submittal. PlanetBids will allow Respondents to submit their Cost Proposal information as separate response attachments (one electronic file per response attachment). Firms that submit hard-copy responses shall follow the instructions in Section 5.2 below.

- 3.7 Exceptions:** List all exceptions to this RFQ and related attachments, if applicable.

#### **4.0 RESPONDENT QUESTIONS**

- 4.1** Questions regarding this RFQ must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office, or using the PlanetBids website, and must be received no later than 5:00:00 p.m. (Pacific) on **March 22, 2024**.
- 4.2** All emails must have “**RFQ #24-952-039 – QUESTION**” as their subject, and all envelopes or containers must be clearly marked “**RFQ #24-952-039 – QUESTION**” for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.
- 4.3** Questions will **not** be accepted by telephone, facsimile (fax), or orally.

- 4.4** The County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.
- 4.5** A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the PlanetBids website on or about **March 29, 2024**. Any addenda to this RFQ is valid only if in writing and issued by the County Procurement and Contracts Division.
- 4.6** All inquiries shall be submitted by email to: [tyler.prince@edcgov.us](mailto:tyler.prince@edcgov.us)  
or by U.S. Mail to:

County of El Dorado  
Procurement and Contracts  
330 Fair Lane  
Placerville, California 95667  
RFQ #24-952-039 – Question

- 4.7** Respondents are cautioned that they are not to rely upon any oral statements that they may have obtained. Respondents shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFQ. Information provided by persons other than Procurement and Contracts staff may be invalid and responses which are submitted in accordance with such information may be declared non-responsive.

## **5.0 SUBMITTAL INSTRUCTIONS**

- 5.1** Respondents are strongly encouraged to submit their responses online to assure a complete and timely response. To respond online firms must register with the County's online bidding system, PlanetBids, at <https://pbsystem.planetbids.com/portal/48157/portal-home>. Respondents are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by PlanetBids, not when a submittal is initiated by a Respondent. Online submittal transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. For these reasons, the County recommends that Respondents allow sufficient time to upload their response and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be governed by the PlanetBids' web clock, which does not allow submittals after the closing date and time. PlanetBids will send a confirmation email to the Respondent advising that their online submission (eBid) was submitted. If you do not receive a confirmation email you are advised to contact the PlanetBids Support team by phone (818-992-1771 Monday through Friday between 7 a.m. and 5 p.m. Pacific, excluding statutory U.S. holidays) or by submitting a Support Ticket (visit:

<https://home.planetbids.com/support/> to complete and submit the ticket form).

**5.2** Respondents that decide to submit a hard-copy response do so at their own risk. All hard-copy submittals must include all of the same information required for online submittals. Incomplete submittals will be rejected as non-responsive. Respondents shall submit one (1) original copy and one (1) electronic copy of your submittal in PDF format on a flash/USB drive. **IMPORTANT:** Respondents who submit hard-copy responses must submit their Cost Proposal (refer to Section 3.6 above) in a separate, sealed envelope clearly marked **“RFQ 24-952-039 – Cost Proposal”** on the outside of the envelope. All hard-copy submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ number, title, and closing date and time noted on the outside of the parcel.

**5.3** It is the sole responsibility of the Respondent to ensure that the submittal is received in the Procurement & Contracts Division prior to the RFQ submittal deadline. All responses must be submitted not later than the date and time posted on PlanetBids. Hard-copy responses shall be submitted ONLY to:

County of El Dorado  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667

**5.4** The County shall not be responsible for submittals delivered to a person or location other than specified herein. Submittals submitted to a location other than the above will not be considered duly delivered or timely. The County shall not be responsible for rerouting submittals delivered to a person or location other than that specified above.

**5.5** Faxed or emailed submittals will not be accepted.

**5.6** Late submittals will not be accepted or considered.

**5.7** All submittals, whether selected or rejected, shall become the property of the County and shall not be returned.

**5.8** The County reserves the right to waive minor defects and/or irregularities in submittals, and shall be the sole judge of the materiality of any such defect or irregularity.

**5.9** All costs associated with submittal preparation and submission, including any interviews conducted at the sole discretion of the County, shall be borne by the Respondent.

**5.10** County staff will open submittals following the submittal deadline. The only information that will be made available to the public after the submittal deadline has passed will be the names of the Respondents that submitted submittals. The contents of all submittals, or any other medium which discloses any aspect of the submittal, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.

**5.11** Any hard-copy submittal received prior to the date and time specified for receipt of submittals may be withdrawn or modified by written request of the Respondent. Requests for modification must be received in writing, and in the same number of copies as the original submittal, prior to the date and time specified above for receipt of submittals.

**6.0 EVALUATION PROCESS**

All submittals will be evaluated initially to determine if they are responsive to the requirements of this RFQ. An evaluation panel, consisting of County staff and members selected by County staff, will review and evaluate all responsive submittals received by the submittal date as set forth in this RFQ, or as amended by addenda, and the submittals will be evaluated based on the thoroughness, clarity, and quality of the material presented. The County reserves the right to request additional information and clarification of any information submitted and to allow corrections of errors or omissions.

Respondents who have the qualifications (expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of this RFQ will be scored and ranked using the criteria and point assignments listed below. Respondents submitting the most highly ranked submittals may be invited for interviews.

	<b>Evaluation Criteria – Written Submittals</b>	<b>Maximum Possible Points</b>
A.	Team Qualifications and Experience	30
B.	Experience of Firm	30
C.	Proposed Work Plan and Workload	30
D.	References	10
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**Evaluation Criteria – Interviews (if held)**

If the County elects to hold interviews, the following evaluation criteria and rating points will be used to evaluate the Respondents who are invited to interview.

	<b>Evaluation Criteria – Interviews</b>	<b>Maximum Possible Points</b>
A.	Experience and Qualifications of Firm	35
B.	Experience and Qualifications of Staff/Team	35
C.	Response to Interview Questions	10
D.	Project Management and Approach	20
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

NOTE: Cost Proposals will remain unopened until the County’s selection committee has identified the qualified Respondent(s) as the result of the evaluation processes described above. Once the County has awarded the successful Respondent(s) to the resulting QL the County will return all unopened (hard-copy) Cost Proposals to the unsuccessful Respondents.

## **7.0 SELECTION PROCEDURE**

- 7.1** Submittals will be reviewed for responsiveness. A selection committee will then evaluate responsive submittals in accordance with the criteria specified in Section 6.0 above. The firm(s) submitting the highest ranked submittals may be invited for an interview. Interviews will be conducted solely at the County's option. The County reserves the right to select the most qualified firm solely on the content of the submittal. If the County chooses to conduct interviews, the Respondent’s Primary Contact identified in the Respondent’s RFQ Response Information and Certification form (completed Attachment B) shall represent the Respondent at the interview at a minimum. After evaluation of the interviews, the Committee will recommend the firm(s) with the highest overall value, based on evaluation ranking, for approval by the County Purchasing Agent or Board of Supervisors.
- 7.2** The County reserves the right to make an award without further discussion of the submittal with the Respondent. Therefore, the submittal should be submitted initially on the most favorable terms that the firm or individual may propose.
- 7.3** The County reserves the right to award one or more contracts to the firms or individuals who, in the sole judgment of the County, present the most favorable response to this RFQ pursuant to the evaluation criteria indicated above.
- 7.4** The County reserves the right to reject any and all submittals, or to waive minor irregularities in said submittals, or to negotiate minor deviations with

the successful firm. The County shall be the sole judge of the materiality of any such defect or irregularity.

- 7.5** The Procurement and Contracts Division does not mail out hard copy letters advising participating Respondents of RFQ results. For RFQ results, please visit the PlanetBids website at:

<https://pbsystem.planetbids.com/portal/48157/portal-home>

RFQ results are also available at:

<https://www.edcgov.us/Government/Contracts/Pages/Bid-Results.aspx>

- 7.6** The results of this RFQ will be posted on the PlanetBids and County websites listed in Section 7.5 above at the earliest possible opportunity in accordance with County policy. The timeline for posting RFQ results may vary depending on the nature and complexity of the RFQ.
- 7.7** Response and selection of a submittal will not necessarily result in the award of a contract with the County. The act of opening a submittal and selecting a Respondent does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or Board of Supervisors and is not in force until fully executed.
- 7.8** Once contract negotiations are initiated, the County reserves the right to select the next ranked Respondent if for any reason a contract cannot be negotiated with the selected Respondent.

## **8.0 EL DORADO COUNTY WEBSITE REQUIREMENTS**

It is the Respondent's responsibility to monitor the PlanetBids website for possible addenda to this RFQ to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her submittal in accordance with original RFQ requirements and all required addenda. All available RFQs and related addenda can be found at:

<https://pbsystem.planetbids.com/portal/48157/portal-home>

Failure of Respondent to obtain this information shall not relieve him/her of the requirements contained therein. Those Respondents not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

## **9.0 REJECTION OF SUBMITTALS**

Respondents interested in being considered must submit a submittal in compliance with this RFQ. Failure to meet the minimum requirements of the RFQ shall be cause for rejection of the submittal. The County reserves the right to reject any or all submittals.

The County may reject a submittal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates.

## **10.0 VALID OFFER**

Submittals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Respondent any additional terms or conditions not contained in their submittal which are in the best interest of the County or to otherwise revise the scope of this RFQ. This RFQ does not constitute a contract or an offer of employment.

## **11.0 COUNTY'S RIGHTS**

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any submittal.
3. Not enter into any agreement.
4. Not select any Respondent.
5. Cancel this process at any time.
6. Amend this process at any time.
7. Interview Respondents prior to award.
8. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the Respondent from full compliance with the contract requirements if the Respondent is awarded the contract.

## **12.0 CONFLICT OF INTEREST**

Respondents warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Submittals shall contain a statement to the effect that the Respondent is not currently committed to another

project that would constitute a conflicting interest with the project defined in this RFQ.

### **13.0 PUBLIC RECORDS ACT**

Pursuant to the California Public Records Act, the County may be required to produce records of this transaction, upon third party request, subject to various statutory exemptions. Please indicate what exemptions may apply to the information you submit (such as a 'proprietary information' exemption – refer to Section 3.0 for submittal instructions).

In the event of a request for such information, the County will make best efforts to provide notice to Respondent prior to such disclosure. If Respondent contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in El Dorado County before the County's deadline for responding to the CPRA request. If Respondent fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. The County shall not in any way be liable or responsible for the disclosure of any such records.

Respondent further agrees that it shall defend, indemnify and hold 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 by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Respondent.

### **14.0 BUSINESS LICENSE REQUIREMENT**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of submittal. Selected Respondents may be required to possess a County business license to award contract.

## **15.0 PUBLIC AGENCY**

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