

COUNTY OF TUOLUMNE
Innovation and Business Assistance
Issued: 11/20/2020



REQUEST FOR PROPOSALS (RFP)
Community Choice Aggregation Feasibility Analysis

Deadline for Submission of Proposals:
12/18/2020 at 4:59PM

For an electronic version of this RFP, go to:
<http://www.tuolumnecounty.ca.gov>
(Click on "Bids, RFPs & RFQs")

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SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published RFP	11/20/20
• Advertise & Solicit RFP	11/20/20
• Deadline for receiving all questions	12/04/20
• Deadline for RFP responses to be received by County	12/18/20
• Review Committee evaluates and ranks proposals	12/30/20
•	
• Notice of contract award (Tentative)	01/08/21
• Deadline for protests/appeals (Tentative)	01/15/21
• Contract executed (Tentative)	01/15/21

SECTION TWO: GENERAL RFP SUMMARY

The County of Tuolumne is interested in evaluating the feasibility of implementing a Community Choice Aggregation energy delivery program known as the – Mother Lode Energy - as established under Assembly Bill 117 and Senate Bill 790. The County of Tuolumne is interested in determining the feasibility of such a program in terms of both providing competitively priced energy solutions while also reducing environmental impact in the delivery of energy products.

Completing a Feasibility Analysis is the next step the County of Tuolumne intends to implement in determining the future of energy delivery alternatives. The technical analysis will analyze multiple implementation options, generate and validate tools needed to prepare a Community Choice Aggregation (CCA) business plan to quantify resource needs, prioritize resource preferences and other relevant energy procurement policies, and guide the electricity procurement process of the CCA.

The purpose of this solicitation is to identify the Firm(s) best able to complete a Feasibility Analysis that meets the needs of the County of Tuolumne in considering the determination to implement a Community Choice Aggregation or not.

It is anticipated that a multi-jurisdictional CCA will include the unincorporated area of Tuolumne County. The feasibility of such a CCA should be considered by the successful firm when providing proposals in response to this solicitation.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

County of Tuolumne Innovation and Business Assistance will partner with the County Administrator's Office and the Tuolumne Public Power Agency to request a Feasibility Analysis that must identify strategies, tactics, and planning tools for developing a CCA consistent with the following goals:

- Utilize the full power allocation of the Tuolumne Public Power Agency
- Achieve rate parity or better with PG&E and a lower rate escalation than PG&E over time;
- Create regional economic benefits including job creation, increased local energy investment, and reduced energy imports.
- Meet or exceed the California Renewable Portfolio Standard (RPS);
- Provide a project development and ownership strategy that increases the development of renewable energy projects statewide and locally to achieve reductions in greenhouse gases (GHG) from electrical energy generation, and
- Expand opportunities for local ownership and investment in energy assets.
- Define the opportunity to offer a full-service CCA implementation program.

SECTION FOUR: SCOPE OF SERVICES

In the event the County of Tuolumne awards a contract under this, or similar, solicitations, the selected Firm(s), must be able to complete the following tasks:

3.1. Load Analysis and Forecast

3.1.1. Request/receive Investor Owned Utility data for the unincorporated area of Tuolumne County, City of Sonora, unincorporated area of Calaveras County, and City of Angels Camp

3.1.2. Review, format, and import load data into an analytical framework and prepare summary level data for residential, commercial, industrial, agricultural, and municipal account.

- 3.1.3. Prepare a 10-year load forecast in consideration of this data, using applicable load profiles made available by the incumbent utility.
- 3.1.4. Prepare an electricity load forecast that references historical information and projects future electricity usage and peak demand across all customer classes, taking into account growth in renewable generation capacity (e.g. rooftop solar) and other appropriate factors, such as compensation for line losses. This task will also entail the development of class-specific forecasts which will be aggregated to comprise a composite of expected electrical energy requirements (and daily shape) for the entire multi-jurisdictional area, accounting for seasonal and hourly variations. The forecast will also include those Tuolumne County businesses that are currently receiving rates through PG&E Economic Development Rate, understanding that such rate expires five (5) years from the date of contract as well as all customers of the Tuolumne Public Power Agency.
- 3.1.5. Estimate the number of megawatt-hours that will be required annually and each hour of the year to serve electricity service supply obligations of the CCA during the first ten years of its operations and estimate the multi-jurisdictional area's peak demand service responsibility for each year for purposes of quantifying pertinent resource adequacy requirements (RAR).
- 3.1.6. Analyze renewable energy requirements to achieve compliance with California's Renewables Portfolio Standard as well as other pertinent information that may be required to develop supplier bid specifications and promote successful CCA implementation.
- 3.1.7. Examine the potential for GHG reductions (through the use of varying levels of renewable/clean energy), and the projected financial impacts of varying levels of renewable energy integration.

3.2. Rate Analysis

- 3.2.1. Prepare both CCA and incumbent utility rate analysis based on reasonable estimates of future rate increases/fluctuations and rate structure changes and in light of active rate-setting proposals and proceedings and historical prices, trends and factors that may affect future increases (e.g. local generation construction, spot market pricing, renewable energy mandates and declining cost of renewables, etc.). Address any factor that may significantly affect future rates, including ancillary services, transmission congestion impacts, and transmission scheduling and coordination costs.
- 3.2.2. Present rate scenarios based on high, medium and low estimates of future PG&E pricing for all rate classes. Include rate structure

information in a format similar to existing Investor Owned Utility, ensuring a greater ability for rate comparison.

3.2.3. Other rate considerations to be addressed in the technical analysis include:

3.2.3.1. Identification and evaluation of factors that may affect comparative rates (Examples include combinations of the following: high and low natural gas price escalation, trends and variations in hydroelectric power generation, expected rate restructuring, and active state policy proposals affecting local electricity usage, substitution and supply);

3.2.3.2. Investor-owned utility (IOU) costs and surcharges embedded in rate forecasts that directly affect costs of CCA-provided generation services;

3.2.3.3. Forecasted rates for all customers assuming there is no CCA and/or for customers that opt out of CCA service; and

3.2.3.4. Based on IOU rate forecasts and other independent rate forecasts and estimates of non-generation costs, compile electric generation service cost/payment estimates for prospective CCA customers in consideration of applicable IOU rate schedules.

3.2.3.5. Determine if Demand Charges stay with the Investor Owned Utility, or if they can be the responsibility of the CCA. If CCA responsibility, provide analysis of potential Demand Charges including rate structure.

3.3. Energy Procurement

3.3.1. Develop three scenarios for the energy procurement requirements of the CCA. Each scenario will examine the likely rates and competitiveness with PG&E, given historic, current, and future market conditions. Each scenario will also estimate GHG impacts compared to PG&E.

3.3.2. Consider variations in how both the renewable and non-renewable portions of the power mix can be obtained (e.g., in-state, in-city, in-county, out-of-state, unbundled vs. bundled renewable energy credits (REC), technology opportunities, and net surplus energy generation opportunities), and non-renewable portfolio attributes (e.g., system purchases, natural gas, hydro-electric).

3.3.3. Include analysis of PG&E's new 100% renewable tariff option, particularly as it relates to rates, local renewable content, REC content, GHG impacts and other relevant metrics.

3.3.4. Provide current and forecasted market information based on the following clean power supply scenarios. The analysis of each scenario shall be designed to incorporate and specify the following variables:

- (1) the use of bundled (category 1 and 2) vs. unbundled renewable energy credits (category 3),
- (2) the integration of local distributed resources for all or part of the supply portfolio, and
- (3) the inclusion of preferred technologies, including solar PV, microgrids, storage and wind.

3.3.4.1. Option 1: Baseline, minimum 33% California (CA) qualified renewable content. The goal of CCA service will be to exceed California's Renewable Portfolio Standard (RPS) during the CCA's first year of operation. So, the Option 1 scenario should examine a supply scenario that meets or exceeds the 2020 RPS minimum of 33% at the time of CCA service commencement.

3.3.4.2. Option 2: Minimum 50% CA qualified renewable energy.

3.3.4.3. Option 3: High scenario of 100% CA qualified renewable energy that would be offered on a premium, voluntary basis, with a substantial and increasing portion of that coming from local renewable resources in the County and general region as the program develops over time.

3.4. Economic Impacts

3.4.1. For all scenarios, the consultant should examine not just costs and GHG impacts, but also conduct expert economic analysis of the direct and indirect employment creation through existing economic development models to quantify potential economic impacts of various supply scenarios. The job analysis should also address job-quality metrics, such as prevailing wages and other relevant labor standards. The analysis should consider the following factors:

3.4.1.1. In order to remove any doubt about whether employment opportunities are created above and beyond what would have otherwise taken place in the absence of a CCA program, the consultant should consider all jobs created by the CCA program beyond business as usual, including local jobs used to meet and/or exceed RPS requirements, local jobs related to behind-the-meter generation (which is not covered by the RPS), and local jobs related to energy efficiency retrofits (also not covered by the RPS).

3.4.1.2. The consultant should consider the potential implications of a CCA only seeking competitive or lower rates.

3.4.1.3. For all scenarios, the consultant should examine beneficial impacts of incorporating substantial local build out of renewable resources. For example the consultant should model assuming that one-third to two-thirds of the renewable content in that scenario comes from resources built in Tuolumne County. The consultant should then seek to

quantify local job creation, as well as impact on rates, taking into account best market estimates for the cost difference between (a) existing renewable power on the wholesale market and (b) new, local and more decentralized energy resources. In addition, the consultant should consider the impacts of distributed generation vs. larger utility-scale renewables. In addition, to the extent possible, the consultant should conduct research or interview market participants to examine the difference in union participation and wages between large-scale and small-scale renewable projects.

3.5. Sensitivity Analysis

3.5.1. Perform sensitivity analysis. Forecasting models used in the technical analysis should be able to accommodate and will be used to conduct sensitivity analyses reflecting changes in the following variables:

- 3.5.1.1. Market prices for non-renewable electricity;
- 3.5.1.2. Market prices for renewable electricity from the current state-wide portfolio;
- 3.5.1.3. Market prices for renewable electricity from new projects;
- 3.5.1.4. Changes in PG&E generation rates, exit fees and customer surcharges;
- 3.5.1.5. Changes in policies affecting renewable electricity capacity development, including: 1) the possible reduction or elimination of the federal solar tax credit and production tax credit for wind power, and 2) proposed legislation adjusting state goals for renewable energy supply, building energy efficiency and transportation energy use;
- 3.5.1.6. CCA renewable energy portfolio targets that exceed state RPS requirements;
- 3.5.1.7. Local renewable generation, energy efficiency and demand reduction programs (including opportunities that may exist within the next five years due to major PG&E contracts expiring);
- 3.5.1.8. Potential customer opt-out rates with multi-tiered renewable energy mix similar to Sonoma Clean Power;
- 3.5.1.9. Potential customer opt-out rates associated with base levels of renewable energy mix offered at 33%, 50%, and 100%.
- 3.5.1.10. Extent rates may change depending on varying levels of participation. If 25% of the eligible load joins a CCA, if 50%, 80%, etc., would rates and resources availability materially change? Modeling should identify a minimum level of participation necessary to meet goal of rate parity.

3.6. Comparative Analysis and Implementation Models

3.6.1. Provide a comparative analysis of alternative implementation models and service options for setting up and operating a County CCA. The comparison will include, at a minimum, the following options, and shall include a roadmap for implementation:

3.6.1.1. Outsource private model (e.g. California Clean Power model for single-agency CCA)

3.6.1.2. Join an existing California CCA or other on-going CCA formation effort,

3.6.1.3. Form a multi-jurisdictional JPA CCA including unincorporated area of Tuolumne County, City of Sonora, unincorporated area of Calaveras County, and City of Angels Camp.

3.6.2. Prepare a comparison table for the alternative implementation models listed above including the following items:

3.6.2.1. Contracting terms for each of the entities/model types, including length of contract and costs of exit.

3.6.2.2. Flexibility and control the County would have in selecting its preferred energy sources, developing local energy resources, adjusting its rate structure and supply mix, utilizing public purpose funds (PPF) for County programs, and other objectives related to the County's goals.

3.6.2.3. Start-up costs incurred by County and potential public agency partners as applicable under option 3.6.1.3. above.

3.6.2.4. Governance, management and staffing requirements for County and potential public agency partners as applicable under option 3.6.1.3. above.

3.6.2.5. Ability to accumulate reserve funds and determine their uses.

3.6.2.6. Time to form and begin serving customers.

3.6.2.7. Level of discretion over program revenues.

3.6.2.8. Credit capacity and management expertise of potential implementers under options 3.6.1.2 and 3.6.1.3 above.

3.7. Pro Forma Analysis

3.7.1. Assess the overall cost-benefit potential to support a threshold decision to move forward with CCA formation. Costs will include upfront program development and implementation costs as well as net ratepayer costs over the forecast period. Quantifiable impacts will include potential for annual and net savings vs. PG&E, net GHG reductions, expanded use of renewable energy resources, and investment in energy efficiency programs. This analysis should include:

3.7.1.1. Base case financial pro forma, including income, balance sheet and cash flow analysis, detailing costs and projected

- benefits under the three electric supply scenarios outlined in section 3.3.4.
- 3.7.1.2. Analysis detailing costs and projected benefits under sensitivity case assumptions.
 - 3.7.1.3. Assemble known and predictable cost-of-service variables and incorporate these into base-case analyses. Predictable cost-of- service variables include:
 - 3.7.1.3.1. Energy Costs - Variable inputs for resource portfolio mixes to account for:
 - 3.7.1.3.1.1. Forecast spot market prices
 - 3.7.1.3.1.2. Long-term and short-term power contracts (for wholesale products such as 6X16 and 7X24 power products)
 - 3.7.1.3.1.3. Renewable Energy minimums as required under SBX1-2
 - 3.7.1.4. Start-up Costs
 - 3.7.1.5. Cost of Capital
 - 3.7.1.6. Operating and Maintenance Costs
 - 3.7.1.6.1. Administrative and general expenses
 - 3.7.1.6.2. Staffing
 - 3.7.1.6.3. External technical/legal/marketing/PR support
 - 3.7.1.6.4. Billing, metering, and collections
 - 3.7.1.6.5. Customer service (call center) and data management
 - 3.7.1.6.6. Scheduling and coordination
 - 3.7.1.7. Uncollected Accounts
 - 3.7.1.8. Program Reserves
 - 3.7.1.9. CCA Bonding for Reentry Fees
 - 3.7.1.10. PG&E Cost-Recovery Mechanism and other Surcharges, aka exit fees.
 - 3.7.1.11. Characterize and evaluate feed in tariff and net energy metering programs that would encourage development of local renewable energy generation projects by offering customers a sustained reliable payback on their investment in renewable energy and sustainable local generation systems.

3.8. Risk Analysis

- 3.8.1. Describe and analyze the potential risks to the program, and outline risk-mitigation measures. Such risks include, but are not limited to:
 - 3.8.1.1. Risks that could cause a CCA to “fail” and the financial risks to the County in the event of such failure;
 - 3.8.1.2. The financial risk to a CCA that procures too much or too

little electricity and what the reasons might be for demand forecast inaccuracy (e.g. higher than expected opt-out rate);

3.8.1.3. Regulatory and legislative risk, due to rules changes at the California Public Utilities Commission (CPUC) or changes in state law that affect the ability of CCAs to be competitive;

3.8.1.4. Ability to procure the necessary amounts of renewable energy in order to meet RPS standards, particularly if the RPS rises to 50% by 2030 and the demand for renewable energy spikes. Evaluate concerns that there may not be enough renewable energy supply with a number of new CCAs potentially coming into the market.

3.8.1.5. Market volatility and price risk.

3.8.1.6. Risk management provisions and County exposure

3.9. DELIVERABLES

3.9.1. Prepare and present to the County Project Manager an overall timeline, in Gantt format, outlining the steps necessary to implement Mother Lode Energy including milestones, assignments and anticipated dates to accomplish each major milestone.

3.9.2. Feasibility Report

3.9.2.1. Prepare a First Draft of the Feasibility Report for approval by the County Project Manager. The Draft Feasibility Report, in addition to all items in sections 3.1 through 3.8 of this solicitation, shall detail the results of the technical analysis, including recommendations for CCA organization and implementation and an assessment of the overall cost-benefit potential to support a threshold decision to move forward with CCA. Costs shall include upfront program development and implementation costs as well as net rate-payer costs over the forecast period. Quantifiable benefits shall include net GHG reductions, expanded use of renewable energy resources, local economic development and reduced exposure to volatile fossil fuel costs.

3.9.2.2. Subsequent to meeting with the County Project Manager to review comments, prepare a final draft of the Feasibility Report for publication to a diverse audience.

3.9.3. Presentations

3.9.3.1. Prepare and deliver presentation material regarding the feasibility report to both the CCA Steering Committee, the Tuolumne County Board of Supervisors, the Calaveras County Board of Supervisors and the City / Town Councils of Sonora and Angels Camp.

SECTION FIVE: MINIMUM QUALIFICATIONS

4.2. Qualifications Content

4.2.1. Past Clients

In this section, you will provide a complete list of past governmental clients that have utilized your firm for similar services, for the past five years with contact information and brief summary of work completed for each client. This must be a comprehensive list as County will conduct reference checks and use it to assess the extent of the Firm's specific experience including working with public agencies.

4.2.2. Past Experience

In this section, you will describe your Firm's demonstrated experience and competence in completing a CCA feasibility analysis.

4.2.3. Project Planning

In this section, you will describe the methodology used by your Firm to manage and communicate long range plans including but not limited to:

- Specific information and scheduling tools used regarding critical path decisions.
- Management of interrelated events.
- How plan changes are evaluated and processed.
- Any other pertinent aspects of conducting projects that conveys competence, congruence and / or continuity.
- Any Firm awarded a contract may be required to utilize the County's Construction Management Software to track requests for information and change order management.

4.2.4. Key Personnel

For evaluation by County:

- Provide a brief narrative outlining the qualifications of the Project Leader and Team Members that would be assigned to County and include any specific professional credentials held by staff.
- If your Firm is comprised of more than one location, define the location identified with the support team assigned to County.
- If a Joint Venture or Strategic Alliance with another Firm is required or recommended, include a description of the legal relationship and define the role each party assumes.

SECTION SIX: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit one **digital copy via email to cprzybyla@co.tuolumne.ca.us**.

B. PROPOSAL ELEMENTS

1. **Experience**

- a. In this section, you will describe your Firm's demonstrated experience and competence in completing a CCA feasibility analysis.

2. **References**

- a. In this section, you will provide a complete list of past governmental clients that have utilized your firm for similar services, for the past five years with contact information and brief summary of work completed for each client. This must be a comprehensive list as County will conduct reference checks and use it to assess the extent of the Firms specific experience including working with public agencies.

3. **Approach**

- a. Please provide in narrative format that shall not exceed 5 pages, the steps your firm intends to follow if awarded a contract under this solicitation to complete the scope of work outlined above.
- b. Gantt Chart, Provide a project schedule in Gantt format depicting the major milestones including their relationship to each other and projected time line for each step through completion.

4. **Staff to be Assigned**

- a. Provide a brief narrative outlining the qualifications of the Project Leader and Team Members that would be assigned to County and include any specific professional credentials held by staff.
- b. If your Firm is comprised of more than one location, define the location identified with the support team assigned to County.
- c. If a Joint Venture or Strategic Alliance with another Firm is required or recommended, include a description of the legal relationship and define the role each party assumes.

5. **Cost**

- a. Propose the cost your firm will require to complete the scope of work outlined above.

- i. Please Provide if the bid is an all-inclusive cost, fee, or rate
- ii. Please include if the bid includes costs for materials or travel costs

SECTION SEVEN: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Sealed proposals must be received at the Innovation and Business Assistance Department, **NO LATER THAN December 18, 2020 and 4:59PM.**

Proposals are to be addressed as follows:

**Community Choice Aggregation Feasibility Analysis
Innovation and Business Assistance
2 S. Green St
Sonora, CA 95370**

Or cprzybyla@co.tuolumne.ca.us

Attention: Cole Przybyla

Proposer's name and return address must also appear on the envelope.

Proposals will be received only at the address shown above, and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and **will not be accepted**. The Innovation and Business Assistance time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

B. SUBMITTER'S QUESTIONS

Questions regarding the RFP must be submitted exclusively in writing to the County by **December 4, 2020 at 4:59PM**. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on the County website, www.tuolumnecounty.ca.gov, (click on "Bids, RFPs & RFQs" in the Business Section). **It is the responsibility of the proposers to check the County website to review the questions and responses.** Any oral responses to questions are not binding on the County.

Questions should be addressed to:

County of Tuolumne

Innovation and Business Assistance
Attn: Cole Przybyla
2 S. Green St
Sonora, CA 95370

-OR-

Email: cprzybyla@co.tuolumne.ca.us

C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

E. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

1. EVALUATION OF PROPOSALS

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor that best satisfies the County's requirements. The following describes the evaluation process and associated components.

2. **SELECTION PROCESS**

- a. The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. **EVALUATION CRITERIA & SCORING**

- a. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

A.	Completeness of Proposal	Pass/ Fail
B.	Qualifications	40%
C.	Service Delivery/Methodology	30%
D.	Reasonable Cost of Service	30%

4. **AWARD**

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate

with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. OTHER REQUIREMENTS

In order to contract with the County of Tuolumne, a proposer must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the County; and,
 - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.

G. NON-DISCRIMINATION

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

H. PROTEST/APPEAL PROCESS

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for RFP once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to County Administrator’s Office, 2 S. Green St, Sonora, CA 95370, Attention: Cole Przybyla
- The protest must be submitted before 4:59PM of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer’s sole and exclusive remedy in the event of a bid protest.

Proposer’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Innovation and Business Assistance Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

I. PUBLIC RECORDS ACCESS

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

SECTION EIGHT: CONTRACT INFORMATION
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A. SAMPLE AGREEMENT

A sample Agreement will be developed, which will detail all standard terms and conditions required by the County of Tuolumne as listed below.

B. TERM/TERMINATION

The term of the initial contract awarded under this RFP will be for one year. By mutual agreement, this contract may be extended for 2, 6-month increments, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon Thirty (30) days' advance, written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

C. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. INSURANCE

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage.

If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
- iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.

B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:

- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
- ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
- iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- iv. The insurer waives all rights of subrogation against the County additional insureds.
- v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

E. HOLD HARMLESS

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.