

CITY OF PLACERVILLE
Engineering Department



REQUEST FOR QUALIFICATIONS

for

As-Needed Project Manager Services
for Projects Funded by Local, State and Federal Funds

Release Date: June 10, 2026
Proposals due by: July 1, 2026 at 11:00 am

A complete copy of the RFQ and attachments can be found at:
www.cityofplacerville.org/rfp-rfq-projects-out-to-bid

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 1: REQUEST FOR QUALIFICATIONS	3
PURPOSE	3
INTRODUCTION	3
SCOPE OF SERVICES	4
TASK ORDERS	6
GENERAL PERSONNEL REQUIREMENTS	6
STATEMENT FOR QUALIFICATIONS/PROPOSAL REQUIREMENTS	7
FEDERAL FUNDING REQUIREMENTS	9
MODIFICATION OR WITHDRAWAL OF PROPOSAL	9
EVALUATION AND CONTRACT AWARD	9
INQUIRIES AND SUBMITTALS	10
SECTION 2: LEGAL NOTICES & CONTRACT PROVISIONS	11
I. THE CITY OF PLACERVILLE PROPOSAL AND CONSULTANT POLICIES	11
A. RFQ as the Basis for Proposals	11
B. Agency Right to Waive Minor Irregularities	11
C. Limitation and Award	11
D. Debarred Proposers	11
E. Disclosure of Proposal Information	11
F. Facilities and Resources	12
II. CITY OF PLACERVILLE PROTEST PROCEDURE	12
A. Scope of Protest Procedure.....	12
B. Effect of Protest on Contract Award or Bid Opening	12
C. Release of Protest Information	12
D. Maintenance of Protest Records.....	13
E. Who May File a Protest.....	13
F. Time For Filing a Protest.....	13
G. Form For Filing a Protest	13
H. The City of Placerville's Response to a Protest.....	14
I. Submittal of Protest to the City Council	14
J. City Council's Decision	15
K. Waiver of Damages	15
L. Emergency Circumstances	16
ATTACHMENTS:	
Attachment A	Sample Master Agreement for Engineering Services
Attachment B	Exhibit 10-Q Disclosure of Lobbying Activities
Attachment C	Exhibit 10-U Consultant in Management Support Role Conflict of Interest and Confidentiality Statement

SECTION 1: REQUEST FOR QUALIFICATIONS

PURPOSE

The City of Placerville is seeking a qualified consulting firm to provide professional civil engineering services in the capacity of a Project Manager on an as-needed basis. The response to this solicitation will be in the form of a Statement of Qualifications.

The City intends to enter into a Master Agreement for Engineering Services with one (1) qualified consulting firm for the requested services. The selected firm should be experienced with all types of public works projects and be able to provide a variety of engineering services, including plan development and design, construction oversight and management, engineered plan review, capital improvement plan development support and implementation, grant application preparation and implementation, and other professional engineering services as determined by the City Engineer.

The total amount payable to the Consultant shall not exceed \$2,000,000. The performance period of the contract shall be 3 years with the opportunity for two (2) two-year extensions for a total of seven (7) years.

The selected Consultant must be familiar with all pertinent local, State and Federal funding sources along with their associated rules, regulations, requirements, standards, policies, procedures, and manuals. This includes compliance with Caltrans and Federal Highway Administration requirements. For services that involve the use of Federal funds, all federal requirements shall apply. The selected Consultant must be familiar with the City of Placerville, the role of the Engineering Department, and have knowledge of local infrastructure design challenges and an understanding of Placerville's political environment.

Consultant will serve in a "Management Support Role" acting on behalf of the City to perform "Project Manager" services that are typically performed by the local agency as defined by 23 CFR 172.7(b)(5). The City reserves the right to investigate the qualifications of all firms and persons under consideration, including reference checks, to confirm any part of the information furnished by the Consultant.

INTRODUCTION

The City will select one qualified consulting firm to provide as-needed engineering services related to federal, state, and locally funded projects, including, but not limited to, funding programs such as STIP, HBP, ATP, CMAQ/STBGP, and others. Some projects may be solely funded by local Measure H or Measure L funding.

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term on an as-needed basis. The City will execute one (1) Master Agreement with the selected Consultant. The City does not guarantee a specific number of projects or a specific dollar amount associated with the Agreement. The Consultant shall only perform work that is assigned in a Task Order, and no work shall proceed or be invoiced to the City without an authorized Task Order. This Agreement does not guarantee that a certain number of Task Orders shall be issued. Task Orders shall be issued as determined necessary by the City Engineer. The Project Manager will report directly to the City Engineer.

The tentative project schedule is as follows:

1. RFQ Release – June 10, 2026

2. Proposal/Statement of Qualifications due – July 1, 2026
3. Interviews (as needed) – July 10, 2026
4. Execute Master Services Agreement – July 17, 2026
5. City Council Approval of first Task Order – August 11, 2026

SCOPE OF SERVICES

The City of Placerville Engineering Department currently has a backlog of more than 80 Capital Improvement Program (CIP) projects funded by a variety of state, federal and local funds. Due to workload and limited staffing, the City intends to obtain a consultant to perform Project Manager services on City CIP projects. Task Orders will be issued for individual projects. The Consultant is to provide the necessary equipment, tools, and supplies to provide the required services, including the Consultant's own vehicle, as needed. The Consultant may work remotely on assigned Task Orders, as appropriate, but will be required to meet in person at City Hall or other Placerville locations, as needed. The Consultant shall perform these services as an independent contractor and not as an employee of the City.

General Scope of Services –

- Provide administrative support for the coordination, planning, and implementation of CIP projects.
- Assist in CIP scoping and budgeting under the direction of the City Engineer.
- Meet monthly with the City Engineer to provide project or status updates on assigned Task Orders.
- Prepare monthly invoices for work performed on each assigned Task Order.
- Prepare project related staff reports and recommendations to the City Council.
- Prepare progress reports as required by local, state, or federal funding on assigned CIP projects.
- Prepare and submit Requests for Authorization (RFA) and Allocation Requests to Caltrans Local Assistance for the various phases of work (Preliminary Engineering, Right of Way, and Construction) on assigned CIP projects.
- Prepare Request for Proposals and assist the City Engineer with procurement of professional engineering consultants for the Project Approval and Environmental Documentation (PA/ED), Plans, Specifications, and Estimate (PS&E), Right-of-Way Engineering and Construction Engineering phases on assigned CIP projects.
 - *Consultant will not participate in the interview or selection panels.*
- Prepare detailed scope of services and independent cost estimates required for engineering procurements.
- Assist the City with project compliance with the Americans with Disabilities Act (ADA) and implementation of the City's ADA Transition Plan.
- Review professional engineering consultants' scope of services, work plans, and schedules, and make recommendations to the City Engineer for negotiation of consultant contracts/agreements.
 - *Consultant will not participate in the negotiation process.*
- Provide City Project Manager services on assigned CIP projects, including managing the project budget, maintaining the project schedule, reviewing consultant invoices, and ensuring compliance with the City Code, City standards and standard of practice.

- Attend monthly coordination meetings with the project consultant(s) and facilitate and attend all coordination meetings with other agencies or City Departments required of the project, acting as a representative of the City.
- Review and provide comments on project related environmental documents prepared by consultants for both NEPA and CEQA.
- Review project technical studies prepared by consultants for compliance with regulatory requirements, Caltrans requirements, and consultants' scope of services in their contracts/agreements.
- Provide administrative support to the City in drafting and applying for permits for CIP projects with local, state, or federal agencies as applicable.
- Review draft permit applications and mitigation plans prior to submittal to the regulatory agencies, local jurisdictions, and Caltrans.
- Facilitate coordination with Caltrans, local jurisdictions, regulatory agencies, and utility companies, and assist with resolution of coordination issues as they arise.
- Oversee the right-of-way engineering process on CIP projects performed by consultants and make recommendations to the City Engineer regarding necessary project-related right-of-way acquisitions.
- Oversee the utility relocation process on CIP projects performed by consultants and make recommendations to the City Engineer regarding necessary project-related utility relocations.
- Review project plans, specifications, and estimates prepared by consultants and provide review comments as needed.
- Review water, storm drain, and sewer design submittals and reports from consultants and coordinate with appropriate agencies.
- Review submittals of deliverables with the Response to Comments prepared by consultants to verify that comments have been incorporated or addressed appropriately. Identify issues that need further discussion and set up design review meetings to resolve issues accordingly.
- Review final bid documents and release bid documents for bidding utilizing online platforms as directed by the City Engineer.
 - *The City Engineer signs all final bid documents.*
- Participate in bid openings and review bid proposals. Make recommendations to the City Engineer for contract award. Prepare all staff reports and related material for contract award.
- Provide oversight during construction of assigned projects. Represent the City at weekly construction meetings. Hold pre-construction meetings on behalf of the City. Provide oversight of both the construction contractor and consultant construction manager. Review change orders and make recommendations to the City Engineer. Prepare staff reports for contract change orders. Track construction budgets.
 - *The City Engineer signs all contract change orders.*
- Perform all project closeout related duties, including federal report of expenditures packages, as required, and preparing the Notice of Completion.
- Identify grants that align with the City's needs and assist the City in obtaining new grants for CIP projects, as assigned.
- Prepare state and federal grant applications for competitive programs, assist in community engagement meetings, and complete public surveys.
- Prepare and submit regular progress reports to grantors in accordance with established timelines.
- Maintain accurate and complete grant files, including financial records, progress reports, and correspondence

- Ensure timely submission of all required grant related documentation.
- Develop and maintain a grant management plan outlining key milestones, deliverables, and responsibilities.
- Coordinate with program staff to ensure project activities align with the grant's objectives.
- Maintain detailed records of grant-related activities and documentation to demonstrate compliance.

TASK ORDERS

All work performed under the Master Agreement will require approval from the City Engineer issued through a Task Order. Each Task Order will be issued based on a refined scope of services for the specific project and a negotiated (not-to-exceed) cost proposal based on hours and the specified rates of compensation outlined in the Master Agreement.

The potential projects may vary in scope and size and may include any type of improvement to the City's transportation system including, but not limited to, pavement rehabilitation, highway/interchange improvements, intersection improvements, roadway widening, bicycle and pedestrian facilities, underground utilities (including the City storm drainage system, City's sewer system, and City's water system). Some projects may be on the state highway system under City implementation with Caltrans involvement via Cooperative Agreements. The project location, limits, purpose, expected outcomes, project deliverables, period of performance, project schedule, and detailed scope of work shall be described in each Task Order.

The Project Manager shall maintain a project file that will be provided to the City upon request or completion of the Task Order. The project files shall match typical City records/filing system standards and shall not use consultant project numbers in the filing system.

The first Task Order is anticipated to be issued in August 2026 for the Western Placerville Interchanges, Phase 2.3 – Westbound Off-Ramp Project. This project will be implemented on the state highway system by the City of Placerville under a Cooperative Agreement with Caltrans.

GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be professional, capable, competent, and experienced in the type of work required of this contract and require minimal supervision or instruction. It is generally assumed that one Project Manager will be assigned to a Task Order. The Project Manager shall be a qualified Registered Professional Civil Engineer in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists. The ideal Project Manager will have a minimum of ten years of experience in the design, management, and administration of local projects with federal and state funding. The personnel working on assigned Task Orders must remain employed by the Consultant.

The Consultant may choose to submit a list of personnel qualified to serve as Project Manager under the Master Services Agreement. Each individual Task Order's scope of services must identify the Project Manager to be used on the specific project. Once the Task Order is executed, Project Manager substitutions will require approval from the City Engineer. The City Engineer reserves the right to request substitutions at any time.

STATEMENT FOR QUALIFICATIONS/PROPOSAL REQUIREMENTS

Please submit two (2) hard copies and one (1) electronic copy (PDF preferred) of the proposal. The proposal shall be limited to 12 pages (double-sided, for 6 sheets total) in 8.5-inch by 11-inch format. The page limit includes the cover sheet.

Each response to this RFQ shall include the information described in this section. Failure to meet the minimum requirements of the RFQ shall be cause for rejection. The City reserves the right to reject any or all proposals.

The proposal must include the following items:

1. Cover Letter:
 - Addressed to Melissa Savage, P.E., City Engineer
 - The title of this RFQ
 - Contact person's name, address, email address, and telephone number
 - The letter shall describe the services being requested and shall be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the response. Signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract.
2. Consultant Qualifications and Experience:
 - The City will only consider submittals from consultants that can demonstrate successful administration of similar municipal projects. Explain the project type, contracting agency, funding source, project cost/size, and performance of the Project Manager.
 - Describe what makes your firm uniquely qualified to do this work.
 - Describe and list demonstrated experience on local projects with oversight by Caltrans Local Assistance, experience with on-system projects implemented by a local agency (with Caltrans Project Management/Functional Units involvement), and explain your relationship with Caltrans District 3.
 - Describe and list experience with successful grant applications for other local agencies.
 - Describe your knowledge of Placerville's unique challenges to implementing transportation infrastructure projects.
3. Availability of Proposed Staff and Project Management Approach:
 - Describe the proposed individual(s) to provide Project Manager services. Indicate their experience and availability. Provide a brief resume and references for each individual.
 - Describe your approach to Project Management, especially as it pertains to state or federally funded projects.
4. Conflict of Interest Statement:
 - All firms are required to disclose throughout the term of the awarded Agreement, any person, firm or subsidiary thereof who may provide, has provided or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any City project related to this solicitation.

- Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded Agreement, any design engineering services including claim services, lead project management services and construction engineering services provided to all other clients on any City project that may result from this solicitation.
 - In addition to the disclosures, the consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.
 - The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the City's projects related to this solicitation. The submitted documentation will be used for determining potential conflicts of interest. The City will use this documentation to determine whether the firm may provide the specified services under this Agreement.
 - If the Consultant discovers a conflict during the execution of an assigned Task Order, the Consultant must immediately notify the City Engineer regarding the conflicts of interest. The City Engineer may terminate the Task Order involving the conflict of interest and City may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the City Engineer may be grounds for termination of the Agreement.
5. Agreement Acknowledgement – Each response to this RFQ must have statement acknowledging that the Consultant has reviewed the language contained within the City's Master Agreement for Engineering Services (Attachment A) with identification of any exceptions to the standard contract language.
 6. A Cost Proposal as detailed below.

COST PROPOSAL REQUIREMENTS

The method of payment for the Master Agreement will be on a Specific Rates of Compensation basis in a not-to-exceed amount of \$2,000,000. The Consultant will be reimbursed for the hours worked at the hourly rates specified in the cost proposal.

In a separate, sealed envelope, provide a schedule of hourly rates for the staff proposed to provide Project Manager services. The hourly rates of pay shall include a breakdown of direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. Cost proposal must meet the current requirements of Chapter 10 of the Caltrans Local Assistance Procedures Manual (LAPM). The cost proposal is confidential and will remain sealed until all proposals have been reviewed and the most qualified Consultant is selected. The top ranked Consultant's cost proposal will be opened prior to negotiations. All other cost proposals can be returned unopened, as requested, or destroyed.

This Agreement or subsequent Task Orders may be subject to Caltrans Independent Office of Audits and Investigations (IOAI) Financial Document Review before execution. If your firm has an approved Indirect Cost Rate (ICR), include the Acceptance of ICR for the fiscal year with your cost proposal in the sealed envelope.

Services on public works projects are subject to prevailing wage requirements.

FEDERAL FUNDING REQUIREMENTS

Since some Task Orders are anticipated to include work on state and federal funded projects, this Master Services Agreement subject to all Federal Highways Administration requirements and provisions of the Caltrans Local Assistance Procedures Manual (LAPM).

The Consultant shall take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBE) have opportunities to participate in this Agreement (49 CFR 26). There is no DBE goal associated with this Master Agreement or subsequent Task Orders.

Exhibit 10-Q *Disclosure of Lobbying Activities* (Attachment B) shall be completed and submitted with the proposal.

Exhibit 10-U *Consultant Management Conflict of Interest and Confidentiality Statement* (Attachment C) shall be completed and submitted prior to contract execution with the selected consultant.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

Any proposal received prior to the date and time specified for submittal may be withdrawn or modified by written request of the prospective consultant.

EVALUATION AND CONTRACT AWARD

Selection of a consultant will not necessarily result in a guaranteed Agreement with the City of Placerville. Selection of consultant is a City staff recommendation and entering into an Agreement is not in force until fully executed by authorized personnel. The City has established the following criteria for the selection process:

- The selection process shall be fair, open, and competitive.
- Selection shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price. Ranking shall follow the scoring criteria described below.
- After the Statement of Qualifications/proposals are reviewed, a short list will be prepared by the selection panel.
- The short-listed firms *may* be interviewed. At the completion of the interviews, the firms will be rated and ranked in accordance with the same criteria listed below, and negotiations will commence with the top-ranked firm. If negotiations are unsuccessful, then the City will begin negotiations with the second-ranked firm. The City reserves the right to reject any and all proposals and to negotiate with any responsible, responsive firm. The City is under no obligation to issue contracts for the services described in this RFQ.

The evaluation criteria and rating schedule shown on the following page will be used to rank proposals and determine the most highly qualified firm(s):

Evaluation Criteria	Maximum Points Possible
1. Past Experience on Municipal Projects	30
2. Qualifications of Proposed Project Manager(s)	25
3. Availability of Proposed Staff	15
4. Familiarity with the City of Placerville	15
5. Experience with State and Federal Funding	10
6. Demonstrated Relationship with Caltrans District 3	5
7. Conflict of Interest Statement	Pass/Fail
Total Possible Points:	100

Reference checks will be performed at the sole discretion of the selection committee.

INQUIRIES AND SUBMITTALS

All inquiries to this RFQ should be submitted to:

City of Placerville
Melissa Savage, P.E., City Engineer
msavage@cityofplacerville.org
(530) 642-5250

Proposals will be received at the City of Placerville (3101 Center Street, Placerville, CA 95667) until **Wednesday, July 1, 2026 at 11:00 A.M.** local time. One (1) hard copy and one (1) electronic copy (PDF on a flash drive) shall be submitted in a sealed package cleared marked “As-Needed Project Manager Services” to:

City of Placerville
Engineering Department
Attn: Melissa Savage
3101 Center Street
Placerville, CA 95667

Submittals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant. Electronic submittals will not be accepted.

Consultants wishing to propose in response to this RFQ are invited to notify the City of their intent to propose by emailing Melissa Savage at the address indicated above to be added on the Proposer List. The City reserves the right to amend this RFQ by addendum prior to the final submittal date and will notify Consultants on the Proposer List.

This RFQ does not commit the City of Placerville to award a contract or pay any costs associated with the preparation of a proposal. The City of Placerville reserves the right to cancel this solicitation at any time or to extend the submittal deadline.

SECTION 2: LEGAL NOTICES & CONTRACT PROVISIONS

I. THE CITY OF PLACERVILLE PROPOSAL AND CONSULTANT POLICIES

A. RFQ AS THE BASIS FOR PROPOSALS

This RFQ, including any addenda, will represent the most definitive statement the City of Placerville will make concerning information upon which Proposals are to be based. Any information, verbal or written, which is not contained in this RFQ and addenda thereto, will not be considered by the City of Placerville in evaluating the Statement of Qualifications/Proposals.

B. AGENCY RIGHT TO WAIVE MINOR IRREGULARITIES

The City of Placerville reserves the right to waive minor irregularities in the proposal process or to modify the selection process and timeline as it deems necessary.

C. LIMITATION AND AWARD

This RFQ does not commit the City of Placerville to award an Agreement. The City of Placerville reserves the right to reject all proposals. If the City of Placerville rejects all proposals, the effort to obtain these services may be abandoned, re-advertised, or performed in any manner authorized under City ordinance and applicable law.

The contents of the successful Consultant's proposal will be incorporated into the resulting Agreement. The City of Placerville's Sample Master Agreement is included in Attachment A of this RFQ. The City of Placerville reserves the right to rescind the award of the Agreement if the selected Consultant is unable or unwilling to enter into an agreement substantially identical to the sample within twenty (20) days from the date it is sent to the selected Consultant for execution.

After proposal evaluations, ranking, and negotiations with the highest-ranked firm, staff will recommend award of the Agreement to the City Council. Proposals will be made available, upon request, for copying or inspection when a recommendation is made for award of the resulting Agreement.

D. DEBARRED PROPOSERS

Proposers, including any of its officers or holders of a controlling interest, are obligated to inform the City of Placerville whether or not it is or has been on any debarred proposers list maintained by the State of California or any federal agency. Should a Proposer be included on such a list during the performance of this project, it must inform the City of Placerville. Failure to do so may result in rejection of the proposal.

E. DISCLOSURE OF PROPOSAL INFORMATION

Once submitted, proposals become a matter of public record. Where a Proposer submits technical or business information that is claimed to be confidential, Proposer must so indicate by delineating each section of the Proposal with the heading "Confidential". The City of Placerville will give consideration to the claim of confidentiality. However, Proposers should understand that the City of Placerville has reservations as to whether any such information is

exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq). The City of Placerville will notify a Proposer if it receives a request for release of information identified as confidential by Proposer. By submitting its Proposal, Proposer agrees that the City of Placerville will not be held liable for complying with the Public Records Act.

F. FACILITIES AND RESOURCES

Proposer must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services, except as otherwise specified in Consultant's Proposal. No City of Placerville resources in terms of personnel, facilities, or equipment will be provided unless agreed upon in writing.

II. CITY OF PLACERVILLE PROTEST PROCEDURE

A. SCOPE OF PROTEST PROCEDURE

These Protest Procedures specify the procedures for interested parties to protest the following:

1. A provision of the Request for Qualifications,
2. A City of Placerville staff recommendation to the City Council to disqualify a bidder or subcontractor, proposer, and/or,
3. A City of Placerville staff recommendation to the City Council to award a Contract to a particular bidder or proposer.

B. EFFECT OF PROTEST ON CONTRACT AWARD OR BID OPENING

When a protest of the provisions of the Request for Qualifications has been properly filed, pursuant to these procedures, the proposals received will not be evaluated prior to the City's final decision on the protest.

When a protest of recommendation of contract award or disqualification of a bidder/proposer has been properly filed, pursuant to these procedures, prior to the City Council award of the contract, the City Council will not award the Contract prior to issuance of a final decision on the protest.

C. RELEASE OF PROTEST INFORMATION

Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:

1. The withholding of information is permitted or required by law or regulation; and
2. The information is designated proprietary by the person submitting the information to the City of Placerville. If the person submitting material to the City of Placerville indicates that the material contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the material submitted, and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears. Notwithstanding such designation, if the City of Placerville determines, within its discretion, that it is legally obligated to release or disclosure such information, the City of Placerville will attempt to notify

the person submitting the information prior to its disclosure in order to allow that person an opportunity to seek an appropriate protective order.

D. MAINTENANCE OF PROTEST RECORDS

The City Manager or his/her designee will maintain a written record of each step taken in every protest. The record will list dates of each event and photocopies of all correspondence sent and/or received by the City of Placerville pertaining to the protest. These records will be retained for at least 3 years from the date each protest is resolved.

E. WHO MAY FILE A PROTEST

Protests may be filed only by interested parties. Interested parties are defined as actual or prospective bidders/proposer for a City of Placerville contract and subcontractors or suppliers at any tier whose direct economic interest would be affected by an award or failure to amend a Contract, a provision of the specifications/Request for Qualifications, or a bid submitted to the City of Placerville by a prime contractor/proposer, or by the interpretation of the provisions of such documents. Submission protest will be deemed a waiver of any protest to any provision of the specifications or issue which is not expressly listed as a part of the protest, and entitle the protesting party only to protest any subsequent recommendations/decisions of the City of Placerville staff, the City Manager, or the City Council to disqualify the bidder/proposer, reject its bid/proposal, or award the Contract pursuant to the protest as submitted.

F. TIME FOR FILING A PROTEST

Protest to any particular provision of the bid specifications/Request for Qualifications must be received by the City of Placerville City Clerk no later than five (5) business days prior to the date established in the Notice to Bidders/Request for Qualifications as the deadline for the submittal of bids/proposals.

Protest of staff's recommendation to the City Council pertaining to the award of a Contract or disqualification of a bidder/proposer must be received by the City of Placerville City Clerk no later than five (5) business days from the date of the notice of the staff recommendation.

All protests must be actually received by the City Clerk by the close of business on the specified date and not simply postmarked by that date.

G. FORM FOR FILING A PROTEST

All protests shall be in writing and be submitted to the City Clerk, City of Placerville, 3101 Center Street, Placerville, CA 95667. The protest shall contain, at a minimum:

- The name, address, email and phone number of the protester, including name, the phone number and email of the designated representative.
- The signature of the protester, or representative
- The contract project number
- A detailed statement of the legal and/or factual grounds for the protest with supporting documentation; and
- The form of relief that is requested.

The City Manager or their designee will provide notice, by email or mail letter, to all

bidders/proposers known to the City of Placerville for the Contract that is the subject of the protest. Such Notice will state that a protest has been filed with the City of Placerville and it will identify the name of the protester. The notice will be given not more than five (5) business days after receipt of a properly filed protest. The notice will state that interested parties will receive further information related to the protest only if they submit a written request to the City Manager within five (5) business days of the notice date.

The protest shall be accompanied by any processing fee that the City Council may establish for protests.

H. THE CITY OF PLACERVILLE'S RESPONSE TO A PROTEST

All City of Placerville responses to a protest will be issued in writing. The City Manager will designate a City staff person who, not more than ten (10) business days after receiving a properly filed protest, will prepare and mail the following information to the protester and all interested parties requesting such information:

1. A staff response to the protest including a discussion of the investigation conducted, findings, and rationale supporting the response; and
2. The proposed time, date and place of the meeting at which the protester and The City of Placerville staff will attempt to resolve the protest, if such a meeting is appropriate in the judgment of the City Manager.

Within five (5) business days after the meeting, or if no meeting is scheduled, within five (5) calendar days after the date the City of Placerville's response was mailed, the protester must give the City Manager written notice that the protest is withdrawn or, alternatively, that the protester requests further consideration of the protest by the City Council. The notice must be actually received by the City Manager by the close of business on the specified date and not simply postmarked by that date.

If the protester fails to deliver such notice to the office of the City Manager by the applicable deadline, the protest will be deemed withdrawn.

I. SUBMITTAL OF PROTEST TO THE CITY COUNCIL

If the protest is continued to the City Council for resolution, the protester, and all interested parties requesting such information, will be notified of the date, time and place of the City Council's hearing at which the protest will be considered; and the date that the protester and other interested parties must submit written comments with respect to the recommendation. The date established by the City Manager, within his or her discretion, for submittal of comments by the protester and other persons will allow a reasonable period for rebuttal and may vary according to the complexity of the particular protest. In any event, the protester and other persons shall have at least five (5) business days to submit any written comments.

A copy of the agenda package sent to City Council members prior to a protest hearing will be sent to the protester and sent or made available to any interested person who requested such materials upon posting of the agenda and will include the City Council's recommendation and all written comments received from the protester and other persons within the submittal period. If the City Manager has revised his/her recommendation since its distribution, a written description of the new intended decision and the reason(s) for

revision will be sent to the protestor and sent or otherwise made available to any interested person.

J. CITY COUNCIL'S DECISION

At the City Council meeting scheduled for the protest hearing, the City Council, in its discretion, may conduct the hearing and/or continue the hearing to a subsequent City Council meeting, or refer the matter to an impartial hearing officer to conduct a hearing and prepare a written recommended decision including findings of fact. Applicable provisions of the City of Placerville City Code, Article I, chapter 4A, governing administrative hearings shall govern proceeding before the hearing officer.

At the City Council hearing, the Mayor may announce procedural rules, including those that are reasonably necessary to preclude repetitious or irrelevant testimony including reasonable time limitations. The City of Placerville staff, the protestor, and any interested person may present evidence relating to the protest. If either party arranges for the use of a court reporter to transcribe the hearing, the other party shall upon request receive a copy of the transcript upon payment of reasonable copy costs.

If a hearing officer conducts the hearing, the City Manager will provide written notice to the protestor, and all interested parties requesting such information, of the date, time and place of the City Council meeting at which the hearing officer's recommendation will be considered for adoption, and the date that the protestor must provide written comments for submittal to the City Council. A copy of the documents pertaining to the protest that is provided to the City Council with its meeting agenda will be sent to the protestor and sent or made available to any interested person who requested such materials upon posting of the agenda.

In rendering its decision on the protest, the City Council, in its discretion, may adopt the decision recommended by the City Manager, adopt the written recommendation and findings of fact prepared by a hearing officer, or adopt a separate decision. The protestor and all interested parties will be notified in writing of the final decision of the City Council within 30 calendar days from the date of the City Council meeting.

The decision of the City Council shall be final and any subsequent judicial review shall occur pursuant to Code of Civil Procedure section 1094.6.

K. WAIVER OF DAMAGES

By submitting a bid/proposal, each bidder/proposer and sub-bidder agrees that in the event that it submits any protest to the terms of the specifications/Request for Qualifications or to any subsequent decision of the City of Placerville staff, City Manager or City Council, it waives damages as provided for herein. The City of Placerville retains the discretion to reject all bids/proposals or to make no decision whatsoever. If the City of Placerville City Manager or City Council rejects all bids/proposals for any reason, or overrules any protest and awards the Contract, the protesting person or entity waives all claims, rights and causes of action for loss of anticipated profits from the Contract or any subcontract, regardless of whether the City of Placerville's decision is subsequently invalidated by a court of law. The City of Placerville will be deemed to have relied to its detriment on such waiver in deciding

either to reject all bids or to award the Contract. Any attempted reservation of rights waived herein will be grounds to reject a bid as nonresponsive.

L. EMERGENCY CIRCUMSTANCES

The dates and deadlines set forth in these procedures are subject to modification upon determination by the City Manager or City Council, within the exercise of their discretion, that emergency circumstances justify a modified response time. The City Manager shall provide written notice of any modification to the protesting party and any interested party requesting notice.

