



# **REQUEST FOR QUALIFICATIONS (RFQ)**

## **ENTITY TO PROVIDE HOMELESS ENCAMPMENT ABATEMENT SERVICES**

**Proposal Submission Deadline – July 20, 2021, at 3:00 p.m.**

**Contract Start Date – ASAP – Approximately  
September 2021**

**Mail Proposal to:** San Benito County  
Health and Human Services  
1161 San Felipe Road  
Hollister, CA 95023  
Attn: Enrique Arreola, Deputy Director  
or by email to [earreola@cosb.us](mailto:earreola@cosb.us)

---

### **I. INTRODUCTION**

The County of San Benito is seeking a qualified entity to provide homeless encampment abatement. Such services may include but are not limited to providing clean-up, transportation, and disposal of bio-hazardous and non-hazardous waste and other services as necessary, e.g., providing legal notice prior to cleanup as well as transportation of personal property items to a County facility in San Benito County (so that items may be stored, claimed, and collected by residents experiencing homelessness). Contractor shall provide all labor and expertise related to noticing, surveying, documenting, cleaning up, collecting or removing items, transporting personal items to storage, and disposing of garbage and hazardous items involving homeless encampment abatement actions on County property (see definition herein) under an “as needed agreement.” It is anticipated that the County will have approximately 4 to 8 clean-ups annually.

Contractor shall employ and utilize personnel trained to identify and protect themselves and the environment from hazards encountered during the course of work in homeless encampment abatement.

Typical job sites may vary in size from a large multi-day clean up services, where dumpsters are needed to handle the volume of debris, to small encampment clean up services with one tent and two or three 30-gallon trash bags of debris.

Contractor may be required to remove and dispose of vegetation in order to gain access to encampment sites and raze trees and shrubbery to allow better visibility of sites post encampment removal. Vegetation removal will allow County to monitor the site to ensure reentry is not occurring.

## **II. BACKGROUND**

The County of San Benito, is a subdivision of the State of California, located approximately 1 hour south of San Jose. The majority of the County is located in or around the City of Hollister. Like neighboring communities, the County is facing the challenge of homelessness. Although not to the scale of larger urban communities, San Benito has homeless encampments often under roadways, near the train tracks, near waterways and businesses. In 2019, the last Point in Time count recorded 283 homeless individuals, and it is a County priority to reduce homelessness in San Benito County, and its incorporated cities.

## **III. SCOPE OF SERVICES**

The precise Scope of Services, to be incorporated into the “Service Agreement,” shall be negotiated with the selected contractor. The selected contractor will be expected to perform but shall not be limited to all of the following services.

As directed by the County, the Contractor shall provide clean-up services for homeless encampment sites:

- A. Contractor shall receive notification from the designated County representative by phone or email. Contractor shall coordinate a Site Assessment Meeting within 48 hours of initial contact by the County.
- B. Contractor shall meet with the designated County representative at the job site to review volume of work anticipated and schedule clean-up work that shall occur within five (5) working days of Site Assessment Meeting (or longer if legal noticing is required).
- C. Day of scheduled encampment clean-up work:
  - a. Jobsites may be in heavy foliage, steep embankments, next to train tracks, by creeks and other locations requiring alertness to the environment and pre-planning to prevent injury or illness.
  - b. Contractor shall meet the designated County representative at the specified job site at the specified time.
  - c. Contractor shall work with the designated County representative or law enforcement to ensure camps are clear of occupants prior to commencing

cleanup. In the alternative, with Contractor's agreement in the Contract to be negotiated, County law enforcement may accompany Contractor during the clean-up process.

- d. Contractor shall provide all labor, materials, tools, protective clothing, heavy machinery, equipment, vehicles, and supplies required to remove homeless encampments.
  - e. Contractor shall provide a crew sufficient to properly clear and clean the site.
  - f. Contractor will be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed.
  - g. Contractor shall provide and maintain for their staff all appropriate Personal Protective Equipment (PPE) while onsite and provide all necessary tools for collecting, removal, and transportation of debris.
    - i. PPE may include but not be limited to hardhats, safety glasses, vest, gloves, masks, and leather (or adequately puncture resistant) boots.
    - ii. Contractor shall follow California Department of Industrial Relations Bloodborne Pathogen Standard § 5193.
  - h. Contractor shall separate debris, biological waste, sharps, and other hazardous substances and materials by using proper containers for storage and transport. Separately, Contractor shall collect, catalogue, and transport all items that are not subject to disposal to a County facility (location to be determined).
  - i. Contractor shall remove, transport, and dispose of all debris, biological waste, sharps, and other hazardous substances and materials to proper collection sites (Landfill, Hospitals, County hazardous collection site, etc.) in accordance with all applicable laws.
  - j. Contractor shall photograph the encampment site before and after the cleanup to document the condition of the site. Contractor shall provide photographs of cleanup to the County electronically within five business days after completion of the clean-up.
  - k. Contractor shall trim and dispose of vegetation at sites as directed by the County as an encampment deterrent measure.
- D. Contractor shall follow best practices for work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
- a. Contractor shall immediately contact the Sheriff's Office in the event that weapons or illegal contraband is found. In most circumstances, weapons and illegal contraband will be removed prior to the arrival of the Contractor.
- E. Notify the County's designated representative if an adjacent homeless encampment is discovered in the general area during the course of an encampment clean-up to obtain authorization prior to proceeding with any additional work that was not identified in the original Site Assessment Meeting.
- F. Contractor shall provide copies of any training records and licenses as applicable to services requested.

#### IV. QUALIFICATIONS

- A. Bidder shall be responsible and have the capability to properly furnish the services for the duration of the Contract term, and shall have the necessary expertise, personnel, equipment, and sufficient capital to provide the work within the time specified.
- B. Bidders shall possess any and all certifications required to complete duties as specified in Section 3, Scope of Services
- C. Bidder shall be required to provide three (3) customer references government or private industry for contracts of similar scope and size completed within the last three (3) years. These customers may be contacted by the County. Responses will be considered by the County in assessing Bidder responsibility. Customer contact information must be submitted on the References Form located in Appendix A.

#### V. Evaluation Criteria and Selection Process

Proposals should be submitted in accordance with the following submission guidelines:

- A. **Proposal Format:** Proposals should be typed or printed on standard 8 ½” x 11” paper. The information required must be submitted by the date and time requested. Incomplete proposals will not be considered.
- B. **Submission Procedures/Due Date:** Proposals must be received by the County no later than **3:00 p.m., Tuesday, July 20, 2021**, in order to be considered. Please submit four (4) copies of the proposal by personal delivery or U.S. Mail, or one copy by email, to:

San Benito County  
Health and Human Services  
1161 San Felipe Road  
Hollister, CA 95023  
ATTN: Enrique Arreola, Deputy Director  
or by email to earreola@cosb.us

Late proposals will not be accepted or considered. The County will not be responsible for proposals delivered to a person or location other than that specified in this RFP. All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal.

All responses to this RFP become the property of the County. The County will direct that all proposals be held confidential from parties other than the County and its selection committee, until the selection of the successful proposal (if any) and execution of a final Contract for services.

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the County in writing of its withdrawal. The notice must be

signed by the party who submitted the original proposal. The proposing party may thereafter submit a new or modified proposal if it is received at the County Administrative Office by the submission deadline. Modification offered in any other manner, whether oral or written, will not be considered.

The County reserves the right to reject all proposals. The County also reserves the right to negotiate with the successful proposing party (if any) regarding the terms and conditions of any ultimate contract with that party.

- C. Questions:** All questions must be in writing to receive a response. The County will maintain a written log of written questions along with the answers thereto. For copies of the questions and answers, please contact the Enrique Arreola, [arreola@cosb.us](mailto:arreola@cosb.us), to be placed on the mailing list. No questions regarding this RFP will be responded to by the County if they are received after Friday, July 16, 2021 at 12:00 p.m. The County may determine whether to respond to any or all of the questions raised.

**D. Evaluation Criteria**

The RFQs will be reviewed by County Staff. The County will act as the sole judge of the content of all documents. In soliciting qualifications, the County's intent is to have the best possible service at the lowest reasonable cost. Therefore, selection of a contractor may be based upon, but not limited to, the following considerations and criteria:

- a. Demonstrated ability and experience with cleaning homeless encampments, or other relevant experience.
- b. The quality, amount and type of service proposed.
- c. Results of reference checks.
- d. The proposed fees for the project.
- e. Any other considerations deemed pertinent by the County.

**Selection/Evaluation Process**

All RFQ's will be evaluated based upon the above criteria by County of San Benito staff with final approval from the County Administrative Officer. Interviews may be conducted if desired. At the conclusion of review process, the County will rank proposals and discussion regarding final Contract terms will commence with the highest-ranked proposer. If agreement is reached through those discussions, the Contract will be recommended for Approval. If agreement is not reached, the County will commence negotiations with the next highest-ranked proposer, etc. until agreement is reached and a Contract is drafted for recommendation for approval by the County Administrative Officer or the Board of Supervisors.

**RFQ Process – Important Dates**

Request for Qualifications available – Tuesday, June 29, 2021

Request for Qualifications Submittal Deadline – Tuesday, July 20, 2021, 3p.m.

Review of Qualifications – July 20 - July 23, 2021

Interviews (if necessary) – July 20 - July 23, 2021

Contract Award Request to Board of Supervisors July 27, 2021 (likely delegation of authority to the CAO to execute contract) –

Commencement of Program – August-September 2021

RFQ submissions must be delivered electronically to Enrique Arreola, at earreola@cosb.us.

**For Additional Information and/or Inquiries contact:**

Enrique Arreola, Deputy Director

831-634-4918, or earreola@cosb.us

**VI. SERVICE AGREEMENT**

The selection process will involve identifying the most qualified Contractor and then providing them with an opportunity to further refine the scope of services and pricing prior to the final preparation of a Service Agreement. The County may elect to award all of the requested services to one contractor, or the County may decide to enter into agreements with multiple Contractors.

Should the County select a Contractor in response to this RFQ, a service agreement will be required. The terms are subject to final negotiation between the parties, and is expected to address the specific issues related to homeless abatement that the parties wish to address.

**VII. Miscellaneous**

- A. **Business License.** Prior to starting any work related to the Agreement, Contractor must obtain a County of San Benito business license. The business license must be kept in full force and be in effect during the term of the contract.
- B. **Public Disclosure of All Requests for Qualifications.** All qualifications received in response to this RFQ shall become the property of the County. All qualifications shall be a matter of public record, and shall be regarded as public records except for those parts of each proposal, which are defined by the proposer as business or trade secrets, provided that said parts are submitted in a sealed envelope and clearly marked as “trade secret”, “confidential” or “proprietary.”
- C. **Independent Contractor:** In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the

proposer, including any and all of the proposer's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of County.

- D. The County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition, or any other basis prohibited by state or federal law.
- E. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
- F. County reserves the right to:
  - 1. Reject any or all submittals.
  - 2. Request clarification of any submitted information.
  - 3. Waive any informalities or irregularities in any proposal.
  - 4. Not select any respondent.
  - 5. Cancel this process at any time.
  - 6. Amend this process at any time.
  - 7. Evaluate the proposals submitted.
  - 8. Interview respondents prior to award.
  - 9. Negotiate all final terms and conditions of any agreements entered into.
  - 10. Issue similar RFP's or RFQ's in the future.
  - 11. Request additional information during the interview.
  - 12. Accept the proposal(s) that appear(s) to be in the best interest of County.
  - 13. Make inquiries as may be necessary to verify qualifications.
- G. Respondents are liable for all errors or omissions contained in their responses. Respondents will not be allowed to alter submittals after the deadline for submission. County reserves the right to make corrections or amendments to documents due to clerical errors identified in submittals by County or the respondent.
- H. Any and all costs arising from preparation of this RFP and participation in the selection process incurred by any respondent shall be borne by respondent without reimbursement by County.
- I. Respondents assume the risk of the method of dispatch chosen. County assumes no responsibility for delays caused by delivery service.
- J. **Reasonable Inquiry.** The County may conduct any reasonable inquiries to determine the responsibility of the proposer. The submission of qualifications constitutes permission by the proposer for the County to verify all information

contained therein. If the County deems it necessary, additional information may be requested from any proposer. Failure to comply with any such request may disqualify a proposer from consideration.

*Awards are made at the discretion of the County and are not considered final until full execution of a contract.*

**VIII. ATTACHMENTS**

- Appendix A: References
- Appendix "B": Respondent Fact Sheet
- Appendix C – Non-Collusion
- Appendix D- Indemnification

**Appendix A-** References

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Brief explanation of professional relationship:  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Brief explanation of professional relationship:  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Brief explanation of professional relationship:  
\_\_\_\_\_  
\_\_\_\_\_

Appendix "B"

PROSPECTIVE RESPONDENT FACT SHEET  
(TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL)

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_

Respondent Does Business As:  Individual  Partnership  Corporation  Government  
 Fiduciary  Other

Respondent is a:  Resident  Non-Resident of California

1) Is your firm authorized to do business in the State of California? Y N

2) Local Business: yes \_\_\_\_\_ no \_\_\_\_\_

3) This firm has been in continuous business under the present name for \_\_\_\_\_ years.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS \_\_\_\_\_

Appendix "C"

COUNTY OF SAN BENITO  
NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL)

I, \_\_\_\_\_, am the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

the party making the foregoing proposal, and hereby certify that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham proposal, or for anyone to refrain from submitting an response to this RFP; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the responses to this RFP; or to secure any advantage against the public body; that all statements contained in the proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her response to this RFP, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham response.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

EXHIBIT "D"

INDEMNIFICATION AGREEMENT

(TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL)

This agreement is entered into between \_\_\_\_\_ (hereinafter "RESPONDENT") and the County of San Benito (hereinafter "COUNTY"). RESPONDENT hereby agrees that RESPONDENT will defend, indemnify, and hold harmless COUNTY in any legal challenge involving the COUNTY as a party arising from action taken by the COUNTY relating to selection of RESPONDENT as a successful respondent to this RFP or the potential subsequent award of a contract to RESPONDENT (hereinafter "APPROVAL"), including all claims, actions, proceedings, demands, damages, costs, judgments, attorney's fees, or any other expenses, and shall include, but not limited to, actions to attack, set aside, void, or nullify any decision related to COUNTY'S APPROVAL. Either RESPONDENT or COUNTY may terminate this Agreement without cause and at will for any reason whatsoever by giving the other party five (5) calendar days written notice of such intent to cancel.

Upon termination, the COUNTY, in its sole discretion, may deem RESPONDENT'S cancellation of this Agreement as abandonment of their RFP Response.

RESPONDENT shall remain responsible for any costs, attorney's fees, and/or other expenses incurred by COUNTY related to the litigation or settlement **ONLY** if RESPONDENT refuses to cancel the award upon the recommendation of the County to do so. The obligations of RESPONDENT identified in the prior sentence shall survive termination of this agreement.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name