

COUNTY OF KERN  
COUNTY ADMINISTRATIVE OFFICE

REQUEST FOR QUALIFICATIONS

To provide Efficiency/Operational audit services

DUE . . . . . \_\_January 16, 2026

TIME . . . . . Before 11:00 a.m.

**COUNTY OF KERN**  
**COUNTY ADMINISTRATIVE OFFICE**

**Request for Qualifications to Provide: efficiency/operational audit services**

The County of Kern is issuing this Request for Qualifications (RFQ) to qualified firms to be used in the selection of a consultant to evaluate how efficiently specific programs operate to enhance services and improve communication, responsiveness and service delivery to residents.

The County will review responses to this RFQ and anticipates ranking the firms based on the firm's Statement of Qualifications (SOQ), experience, and history of performance using predetermined selection criteria.

The following contains a general outline of the Scope of Work that this project requires. It is anticipated that the final scope of work will be a product created through the negotiation process, with changes based upon the professional input from the selected consultant.

Consultants are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFQ. **Unauthorized contact of any County personnel may be cause for rejection of a consultant's SOQ.**

**All inquiries concerning this RFQ should be directed to the following Contact Person:**

Elsa Martinez  
Assistant County Administrative Officer  
County Administrative Office  
1115 Truxtun Avenue, 5<sup>th</sup> Floor  
Bakersfield, CA 93301  
Telephone 661-868-3000

**Envelopes/packages containing the SOQs are to be marked:**

SOQ: "Efficiency/Operational Audit Services" and **delivered to:**  
Kern County General Services Division  
1115 Truxtun Ave., 3<sup>rd</sup> Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3000

**Projected Timetable**

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective consultants:

Issuance Date . . . . .	December 3, 2025
RFQ inquiries from responding firms . . . . .	December 17, 2025
County's response to RFQ inquiries . . . . .	January 2, 2026
Statement of Qualifications Due Date . . . . .	January 16, 2026
Statement of Qualifications Due Time . . . . .	Before 11:00 a.m.

*Postmark date will NOT constitute timely delivery. Responses received after the above time WILL NOT be considered. Consultants are solely responsible for ensuring timely receipt of their SOQs.*

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**I. GENERAL INFORMATION**

**A. Request for Qualifications/Rules for Competition**

The competitive method used for this solicitation is known as a ‘Request for Qualifications’ (RFQ). Firms shall be ranked and selected according to their Statement of Qualifications (SOQ).

**B. Requests for Additional information and site visits**

Inquiries regarding the RFQ shall be made in the following way:

By mail to:

County of Kern

County Administrative Office

Attn: Elsa T. Martinez, Assistant County Administrator

1115 Truxtun Avenue, 5<sup>th</sup> Floor

Bakersfield, CA 93301

**Any inquiries shall be accepted as listed on the projected timetable, but no later than ten (10) working days prior to the RFQ due date. Written responses to the inquiries shall be issued no later than seven (7) calendar days prior to the RFQ due date.**

**C. Statement of Qualifications (SOQ)**

Response to this solicitation will be in the form of a Statement of Qualifications according to the work described in section E below and the attached Exhibit A. The SOQ shall document the firm’s qualifications as they apply to the Scope of Work found in Exhibit A.

The County will evaluate all responses using the evaluation criteria stated in Section F; sub-section 3 paragraph h below-. The selection panel will consist of representatives from various County departments associated with or having expertise relating to the project. Composition of the selection panel is subject to change at the sole discretion of the County. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

**D. Project Background and Description**

The Board of Supervisors authorized the County Administrative Office to issue a Request for Qualifications to secure one or multiple consultants to evaluate specific programs to provide a high-level assessment of the programs, identify strengths and opportunities, and benchmark financial and operational areas with similar jurisdictions with the focus to improve the overall operational efficiency, and service delivery provided.

**E. Consultant Scope of Work**

The following is a general outline of the Scope of Work that this project requires. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected consultant.

The successful consultant(s) will assess the effectiveness, efficiency and structure of, resource allocation, and service delivery of three programs: Nutrition Programs for Seniors, Park and Facilities Maintenance, and Budget Development. The audit will identify inefficiencies, duplications, and provide recommendations to streamline processes, opportunities for cost savings, expand efficiencies or performance improvement and align with industry best practices. Scope of Work is found in Exhibit A State of Qualifications must cover all three programs; however, the County may split awards to two or more consultants.

**F. Statement of Qualifications Requirements and Format**

In responding to this Request for Qualifications, the responding firm is expected to demonstrate knowledge, experience and ability to perform the scope of work and provide the services being requested. If the responding firm makes no response on an item, the evaluators will assume that the firm has no expertise in that area.

**Cover must be titled:**            **Statement of Qualifications  
For Efficiency/Operational Audit  
Services \_\_\_\_\_**

**1. General**

- a. The Statement (SOQ) shall be concise, well organized and demonstrate an understanding of the Scope of Services. The SOQ shall be limited to 35 one-sided pages (8 1/2 inches X 11 inches), inclusive of resumes, graphics, forms, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and processing.
- b. The Statement (SOQ) will be evaluated in accordance with the required services indicated above and in the attached Exhibit A.

**2. Content**

Elements of Statements submitted in response to this RFQ shall be in the following order and shall include:

a.     Executive Summary

Include a 1-2 page overview of the entire Statement of Qualifications describing its most important elements.

b.     Identification of the Project Team

- Legal name and address of company
- Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each

member. Identify if the firm is the primary corporation or a subsidiary and, if a subsidiary, of what parent firm.

- Address(es) of office(s) working on the project.

- Name, title, address and telephone number of the person to contact concerning the submittal.

c. Experience and Technical Competence

The consultant shall describe his or her experience in completing similar consulting efforts. Identify the duration of time the firm has conducted business and the duration of time the firm has been performing services similar to those solicited under this RFQ.

- The consultant shall list five (5) successful projects of a similar nature completed in the last ten years - Limit: one page per project.

The name of the client, project manager, client references, telephone numbers, the type of work performed, and the value of the consulting contracts shall be included.

- Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project they are listed under. Differentiate which work was performed by the responding firm, and which work was performed by the sub-consultants, if sub-consultants are proposed.

- Describe in detail, work the firm has directly performed on a maximum of four projects that shows a demonstrated ability to meet internal and project deadlines, budget constraints, major milestones and overall project schedules.

- Describe any litigation involvement in the last five years. List all publicly recorded legal actions stemming from performance of professional responsibilities in which the firm or individuals assigned to this project have been named (even if actions occurred under the employment of others). Specifically describe the outcome of all actions or declare the current status if litigation is pending.

d. Methods Proposed to Accomplish the Work

- Describe the operational/organizational approach of the firm to fulfill the scope of work and the goals of the project.

- Outline the basic technical procedures and the managerial approach which the project team leadership will adopt to incorporate these methods into the overall project effort.

- Provide assurance that adequate staffing is available to provide the services efficiently and in a timely fashion.

- Firms are encouraged to present suggestions that they believe will simplify the project and result in lower costs in the performance of the work.

e. Knowledge and Understanding of the Local Environment

- Describe the project team’s experience working in the local environment. The environment may be defined as the County’s, other similar local agencies, and the State’s policies, practices, design criteria and standards which will be drawn upon to accomplish the project.

- The consultant shall describe the local presence it has established for maintaining communication between the County’s Project Manager and staff.

f. Project Organization and Key Personnel

The written SOQ must include a discussion of the consultant’s staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the individual possessing who will be overall in charge and responsible for coordination with the County.

- Indicate the role and responsibility of the prime consultant and all sub-consultants. Describe the ability of the firm to provide staffing continuity throughout the duration of the project.

- If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting.

- The County’s evaluation of the SOQ will consider the consultant’s entire team. Once proposed, no changes in the team composition will be allowed without prior written approval of the County. Sub-consultant letters of commitment may be required.

- Identify proposed sub-consultants (if any) which will be retained to perform specified items of work listed in the Scope of Services.

g. Schedule of Fees

The County has budgeted \$200,000 for this planning effort.

The actual fee will be negotiated with the selected firm(s). In the event that a fee for the required services cannot be negotiated with the selected firm(s), the County reserves the right to discontinue negotiations, and begin negotiations with the next ranked firm(s).

The SOQ must include a “schedule of fees” which lists each personnel classification that will work on the project, and the hourly rate charged for

each classification, including any sub-consultants. The negotiated fee will be based upon the number of hours each personnel classification works on the required services. It will be the responsibility of the consultant to outline an efficient schedule to accomplish the required services.

h. Exceptions to this Request for Qualifications

The consultant shall certify whether or not it takes any exceptions to this RFQ, including, but not limited to, the sample Standard Professional Services Contract, which is attached as Exhibit "B". Any and all such exceptions must be clearly identified in the SOQ. The identification of significant exceptions in a SOQ, as determined in the sole discretion of the County, may be cause for rejection of the consultant's SOQ.

**3. Selection Process**

a. All SOQ's received by the specified deadline will be reviewed by a Consultant Selection Committee. Each member of the Committee will evaluate each of the Statement of Qualifications according to the criteria stated in sub-paragraph h below.

b. Based upon the SOQ submitted, the Committee may select a short list of firms qualified for this project to participate in oral interviews.

c. Based upon the SOQ and any oral interview, the Committee will rank the finalists as to qualifications. The top ranked firm(s) will be the selected firm(s). The County may enter into contracts with more than one qualified firm.

d. Consultants are advised that the County, at its option, may award a contract strictly on the basis of the SOQ, and not create a short list of firms or conduct oral interviews.

e. The Committee, or a representative, will enter into negotiations with the selected firm(s). The negotiations will cover: scope of work, contract schedule, contract terms and conditions, technical specifications, and fees. If the Committee or representative is unable to reach an acceptable agreement with the selected firm(s), the negotiations will be terminated, negotiations with the next ranked firm(s) will be initiated, or a new procurement process will be initiated with a revised scope of work.

f. After negotiating a proposed agreement, the County department will recommend to the Board of Supervisors that the County enter into the proposed agreement(s) with the selected firm(s), but the Board is not bound to accept the recommendation or approve the proposed agreement(s).

g. If one or more of the consultants is a local vendor as defined herein, said consultant(s) shall be entitled to a local vendor preference as herein described, provided: (i) said consultant(s) achieved a score of at

least seventy percent (70%) during the initial scoring phase by the Selection Committee; and (ii) they were included in the short list of consultants for further consideration by the Selection Committee, if the Selection Committee elected to create a short list of SOQ's.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by one rank for purposes of determining the Selection Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a consultant who:

- 1) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFQ; and
- 2) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.
- 3) Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

h. The following is a list of general criteria that may be used by the Selection Committee in making its selection(s). **Please note that the Selection Committee may consider any information they deem relevant in making a selection(s), and may give each of the criteria considered as little or as much weight as they consider appropriate.**

- 1) Project Understanding:
  - a) Comprehension of the Scope of Services
  - b) Awareness of the County's needs
  - c) Familiarity with the project
  - d) Overall interest in the project
- 2) Operational/Organizational approach of the responding firm to fulfill the scope of work and the goals of the project.
  - a) Capability of developing innovative or advanced techniques.
  - b) Stature in industry of consultant.
- 3) Experience:
  - a) Familiarity with scope of work required.
  - b) Relevant technical experience
  - c) Relevant projects completed
  - d) Past performance on related assignments

- 4) Financial Responsibility, Budgeting, and Scheduling:
    - a) Outline of project schedule
    - b) Cost control techniques
    - c) On time/within budget
    - d) Ability to complete the project on time
  - 5) Client references.
  - 6) Project Team and Staffing Qualifications:
    - a) A combination of experience, education, and background in undertaking similar type projects.
    - b) Level of involvement by firm's principals
  - 7) Any other factors the Selection Committee deems relevant.
- i. The County reserves the right to reject any and all SOQ's and to waive informalities and irregularities in any SOQ received. Absence of required information may render a SOQ non-responsive, in the sole discretion of the County, resulting in rejection of the SOQ.
  - j. The County may, during the evaluation process, request from any consultant additional information which the County deems necessary to determine the consultant's ability to perform the required services. If such information is requested, the consultant shall be permitted five (5) working days to submit the information requested.
  - k. An error in the SOQ may cause the rejection of that SOQ; however, the County may, in its sole discretion, retain the SOQ and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the SOQ to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the consultant's intent is clearly established based on review of the complete SOQ submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a consultant on any item in a SOQ that County believes to be in error, and make corrections accordingly.
  - l. The County reserves the right to select the SOQ which in its sole judgment best meets the needs of the County. The recommendation by the Selection Committee, and the final selection of a consultant by the Board of Supervisors, shall be based on any information and criteria the Selection Committee and Board consider relevant, which may include criteria not listed in sub-paragraph h above. **The schedule of costs is not a criteria for the initial selection(s) by the Selection Committee.**
  - m. All firms responding to this RFQ will be notified of their selection or non-selection in writing after the Selection Committee has completed the selection process. All consultants shall have seven days from the date of the notice to submit any additional information **not previously submitted** to the County for final consideration.

- n. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a SOQ which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a SOQ who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the SOQ.
- o. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
- p. The process, procedures and evaluation criteria used by County staff and the Selection Committee in developing and issuing this RFQ and evaluating the SOQ's received for purposes of completing the selection process shall be determined in the sole discretion of the County. Potential consultants shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFQ or the manner in which a consultant is selected by either the Selection Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

#### **G. Solicitation Caveat**

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of a SOQ. **The County reserves the right to reject any or all SOQ's or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the consultant, in the sole discretion of the County. The County may waive **any** deviation in a SOQ. The County's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful consultant from full compliance with any resultant agreement requirements or obligations.

#### **H. Time**

Time and the time limits stated in this RFQ are of the essence of this Request for Qualifications.

#### **I. Form of Agreement**

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFQ as Exhibit "B" is a sample agreement which is in substantially the form the successful consultant will be expected to sign. The

final agreement may include the contents of this RFQ, any addenda to this RFQ, portions of the successful consultant's SOQ and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The sample agreement included in this RFQ is for informational purposes and should not be returned with a SOQ; however, the SOQ shall include a statement that the consultant has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the consultant takes exception and why. Raising of significant exceptions in a SOQ, as determined in the sole discretion of the County, may be cause for rejection of the consultant's SOQ.

The selected consultant(s) will be required to execute an agreement with the County for the services requested **within 60 days** of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another consultant and begin negotiations with that consultant.

Consultant must identify and provide contact information in their SOQ of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between consultant and County.

**J. Modifications to Scope of Work**

In the event that sufficient funds do not become available to complete all the services identified in this RFQ, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful consultant. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful consultant, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

**K. News Releases**

News releases pertaining to any award resulting from this RFQ may not be made without prior written approval of the **County Administrative Officer**.

**L. Payment Schedule**

Periodic payments will be made to the consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

**M. Statutes and Rules**

The terms and conditions of this RFQ, and the resulting consulting services and activities performed by the successful consultant, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

**N. Background Review**

The County reserves the right to conduct a background inquiry of each consultant that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a SOQ to the County the consultant consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

**II. SOQ INFORMATION AND REQUIREMENTS**

**A. General Instructions**

To receive consideration, SOQ's shall be made in accordance with the following general instructions:

1. The completed SOQ shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the consultant.
2. No oral, telephonic, telegraphic, e-mailed or faxed SOQ's will be considered.
3. The submission of a SOQ shall be an indication that the consultant has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All SOQ's shall remain firm for one hundred and eighty (180) days from the SOQ submission deadline.

**B. Business Address**

Consultants shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed SOQ

container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the consultant.

**C. Corrections and Addenda**

If a consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the consultant shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFQ.

If a consultant fails to notify the Contact Person prior to the date fixed for submission of SOQ's of a known error in the RFQ, or an error that reasonably should have been known, the consultant shall submit a SOQ at their own risk, and if the consultant is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFQ, including all modifications thereof, shall be incorporated in the SOQ. The consultant shall sign and date the Addenda Cover Sheet and submit same with the SOQ (or deliver them to the County Administrative Office, Attn: Elsa T. Martinez-Assistant County Administrative Officer 1115 Truxtun Avenue, 5<sup>th</sup> Floor Bakersfield CA 93301, if the consultant has previously submitted a SOQ to the department).

**Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFQ is not binding on the County and shall in no way modify this RFQ or the obligations of the County or any consultants.**

**D. SOQ SUBMITTAL REQUIREMENTS**

Six copies of the SOQ shall be submitted to the address indicated below. SOQ's submitted by email or facsimile are not acceptable and will not be considered.

**Kern County General Services Division  
1115 Truxtun Ave., 3<sup>rd</sup> Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3000**

SOQ's may be delivered in person, by courier service or by mail to the address indicated above. ALL SOQ's MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on **January 16, 2026**, at the above office and address. SOQ's submitted after the above deadline will not be accepted. It is strongly suggested that any consultants intending to hand deliver a SOQ on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the SOQ receipt deadline to receive a "test" time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any SOQ received at or after 11:00 a.m. will be returned unopened.

Only one (1) SOQ may be submitted from each consultant. For purposes of this RFQ, a consultant is defined to include a parent corporation of the consultant and any other subsidiary of that parent corporation. If a consultant submits more than one (1) SOQ, all SOQs from that consultant shall be rejected.

SOQ's are not publicly opened.

**E. Withdrawal and Submission of Modified SOQ**

A consultant may withdraw a SOQ at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the consultant or his/her authorized agent. The consultant must, in person, retrieve the entire sealed submission package. Another SOQ may be submitted prior to the deadline. A SOQ may not be changed after the designated deadline for submission of SOQ's.

**F. Confidential Information:**

Proposers are cautioned that because the County is a public entity, materials designated as "confidential" may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

**IF CONFIDENTIAL INFORMATION IS SUBMITTED:**

1. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A "CONFIDENTIAL" WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED "CONFIDENTIAL".
2. Any documents labeled "CONFIDENTIAL" shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“ \_\_\_\_\_ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: \_\_\_\_\_ Date: \_\_\_\_\_

Confidential information as discussed in this section II.D.9 may include:  
**Technical Information**

- (i) Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- (ii) Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

**Financial Information**

- (i) financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

**Business Development-Related Information**

- (i) All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- (ii) Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and

Any techniques, know how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

**G. Disposition of SOQ's and Proprietary Data**

All materials submitted in response to this RFQ become the property of the County. Any and all SOQ's received by the County shall be subject to public disclosure and inspection, except to the extent the consultant designates trade secrets or other proprietary data to be confidential, after the Selection Committee has completed its deliberative process and either the consultant has been informed that they are not the vendor selected by the Selection Committee, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the SOQ and each page shall be clearly marked and readily separable from the SOQ in order to facilitate public inspection of the non-confidential portion of the SOQ. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the SOQ's.

## EXHIBIT A

### SCOPE OF WORK FOR TARGETED EFFICIENCY/OPERATIONAL AUDITS

A Scope of Work for an efficiency audit of programs like Nutrition for Seniors, Park and Facilities Maintenance, and Budget Development would outline the objectives, tasks, deliverables, methodologies, and timelines to evaluate how efficiently these programs operate.

#### **Efficiency Audit of:**

1. Nutrition Program for Seniors
2. Park Maintenance Services
3. Budget Development Process

#### **1. Purpose**

To assess the effectiveness, efficiency and structure of, resource allocation, and service delivery of three programs: Nutrition Programs for Seniors, Park and Facilities Maintenance, and Budget Development. The audit will identify inefficiencies, duplications, and provide recommendations to streamline processes, opportunities for cost savings, expand efficiencies or performance improvement and align with industry best practices.

#### **2. Objectives**

- Evaluate current operational workflows and cost-effectiveness.
- Assess resource utilization and staffing efficiency.
- Identify redundancies, bottlenecks, or outdated practices.
- Benchmark performance against similar programs in other jurisdictions.
- Recommend strategies for improving efficiency, service delivery, and financial management.

#### **3. Scope by Program**

A. Nutrition Programs for Seniors. The California Department of Aging administers nutrition services funded by the federal Older Americans Act and State of California General fund dollars. The County of Kern operates a senior nutrition program that provides daily noon meals, social activities and information clearinghouses services in a congregate setting for senior citizens aged 60 and over. Home-delivered meals are also available to individuals older than 60-years who are homebound and unable to leave their homes to participate in the congregate meals. Recently the cost of operating the program has significantly increased exceeding available federal and state resources. The following components of the review are recommended but the selected consultant and County will negotiate final scope of work as part of the agreement negotiations.

- Review delivery logistics, routing, and scheduling.
- Analyze volunteer and staff utilization.
- Evaluate food procurement, preparation, and packaging processes.

- Measure cost per meal delivered.
- Compare cost per meal across different delivery models (home delivery vs congregate sites).
- Assess client satisfaction and service coverage gaps.
- Review coordination with other senior services and nonprofit partners.

B. Park and Facilities Maintenance. The County of Kern manages parks and facilities through a division of General Services. The County is looking for a review to determine the best method of ensuring both parks and facilities are maintained to preserve resources.

- Analyze staffing levels, equipment uses, and scheduling.
- Review seasonal vs. year-round maintenance costs.
- Compare in-house maintenance vs. outsourcing costs.
- Evaluate inventory management (tools, supplies, vehicles).
- Benchmark costs and services with similar-sized municipalities.
- Evaluate responsiveness to complaints or service requests.
- Analyze water usage, pesticide application and energy consumption.
- Review opportunities for automation.

C. Budget Development. A significant portion of the County Administrative Staff is spent developing the County's annual budget. The County is seeking opportunities to improve the process.

- Map out the annual budget cycle and associated timelines.
- Evaluate efficiency of interdepartmental budget requests and review processes.
- Review staff time spent on budgeting vs. output quality.
- Analyze historical variance between budgeted and actual expenditures.
- Identify recurring patterns of over or under budgeting and root causes.
- Evaluate transparency and stakeholder engagement in the process.
- Compare budget practices, costs, and cycle times with peer jurisdictions.

#### **4. Methodology**

- Document review (policies, procedures, financial reports).
- Staff and stakeholder interviews.
- Time and motion studies (where applicable).
- Data analysis (costs, time, performance metrics).
- Comparative benchmarking.
- Surveys of internal and external stakeholders.
- Site visits (e.g., delivery operations, parks).

## 5. Deliverables

The following represents a sample of potential deliverables as part of the review.

- Preliminary Findings Report
- Efficiency Metrics Dashboard for each program
- Gap Analysis and Process Maps
- Final Audit Report including:
  - Executive Summary
  - Detailed findings and analysis
  - Recommendations for improvements
  - Cost-saving opportunities
  - Implementation roadmap

## 6. Timeline

The timeline is provided for planning purposes. Final timeline will be developed as part of the negotiation process with the selected consultant.

Phase	Activity	Timeline
Pre-Selection	Develop RFP, Select Vendor	4-5 Weeks
Phase 1	Planning & Kickoff	Week 1
Phase 2	Data Collection & Interviews	Weeks 2–4
Phase 3	Analysis & Benchmarking	Weeks 5–7
Phase 4	Draft Report & Feedback	Week 8
Phase 5	Final Report Delivery	Week 9

## 7. Roles & Responsibilities

- Audit Team: Conduct audit activities, analyze findings, deliver reports.
- County Department Staff: Provide access to data, participate in interviews, offer feedback.
- County Administrative Office: Oversee engagement, ensure alignment with objectives.

## 8. Assumptions

- Access to relevant documentation and data will be provided.
- Staff participation in interviews and data requests will be timely.
- External comparisons will be limited to publicly available data or accessible benchmarks.

**EXHIBIT B**  
**SAMPLE MASTER TERMS AND CONDITIONS**

1. Insurance

Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Consultant shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:

- (1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

- (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended

reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs,

Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. Indemnification

Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

3. Compensation

As compensation for Consultant's satisfactory performance of services, County agrees to pay Consultant the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per month. Payment for Consultant's services shall be promptly processed by County upon Consultant's presentation of claim identifying the services rendered for the period covered by the claim.

4. Term

The term of this Agreement shall be for the period commencing January X, 2026, and terminating December 31, 2026.

5. Termination

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. Assignment

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. Audit, Inspection and Retention of Records

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

8. Authority to Bind County

It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

9. Captions and Interpretation

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. Choice of Law/Venue

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

11. Compliance with Law

Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

12. Confidentiality

Consultant shall not, without the written consent of County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. Conflict of Interest

Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SAMPLE

15. Enforcement of Remedies

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. Nonwaiver

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

17. Representations

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. Severability

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

19. Signature Authority

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

20. Sole Agreement

This document, including the attachments hereto, contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

21. Compliance with IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

22. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County

and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. Amendments

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. Political/Religious Activity

No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

25. Communications

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern