3

COUNTY OF SOLANO
Probation Department

REQUEST FOR PROPOSALS
FOR
Juvenile Detention Food Services

RFP Number: F393-1114-13

CONTENTS

Section 1	Introduction
Section 2	RFP Schedule of Events
Section 3	General Information and Guidelines
Section 4	RFP Requirements
Section 5	Evaluation, Selection and Award Process
Section 6	Proposed Contract
Section 7	RFP Instructions and Attachments
Attachment A:	Transmittal Form/Service Response
Attachment B:	Proposed Contract

RFP and Attachments may be found on Solano County's website

SUBMIT PROPOSAL TO:

Solano County Probation Department
Attn: Jeff Liddicoat, RFP Coordinator
475 Union Avenue
Fairfield, CA 94533

BY:

2:00 p.m. PST JANUARY 8, 2013

RFP COORDINATOR:

Jeff Liddicoat
Sr. Staff Analyst/Contract Administrator
Solano County Probation Department
475 Union Avenue
Fairfield, CA 94533
Phone: (707) 784-7651
Fax: (707) 784-7868

Proposers should carefully review this RFP and all attachments, including but not limited to the *Proposed* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be clearly defined, citing RFP reference, made in writing and received by the County no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made. Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the County, in writing, by the Deadline for Written Comments.

MANDATORY PRE-PROPOSAL CONFERENCE AND FACILITY TOUR

NOVEMBER 29, 2012

at
740 Beck Avenue
Fairfield, CA 94533

1 INTRODUCTION

1.1 Statement of Purpose

The Solano County Probation Department operates a juvenile detention facility and a treatment behavioral program titled New Foundations at 740 Beck Avenue, Fairfield, CA. The County of Solano, on behalf of its Probation Department, hereinafter referred to as the County, is seeking proposals from qualified vendors to provide food services to minors detained in the juvenile detention facility or placed in New Foundations, and on occasion, County staff assigned to those facilities and visitors. The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, gain adequate information by which the County may evaluate the services offered by Proposers, and as a result, enter into a contract with the successful Proposer that will meet the following objectives:

- To maintain or exceed applicable standards set forth in the American Correctional Association's *Standards for Local Detention Facilities*; the Food and Nutritional Board of the National Academy of Science's *Dietary Reference Intakes for Energy, Carbohydrate, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids*; and all federal, state and local laws and regulations, including the State of California's *Title 15 of the California Code of Regulations*, U.S. Department of Agriculture regulations related to food handling, preparation distribution, and purchase of surplus foods, and the County's *Policies and Procedures*.
- To deliver high quality food service that meets or exceeds established nutritional and health standards while providing menu variety that demonstrates low repeatable frequency rates for meats, fruits/vegetables and desserts and is reflective of the diverse ethnic population served.
- To present meals that are acceptable to minors in taste and appearance, to include food preparation methods, food textures, visibly pleasing color combinations and fullness of plate.
- To implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- To operate the food service program in a professional, humane manner with respect to the minor's rights to basic health and nutritional standards and religious beliefs.
- To provide monthly holiday or event meals as an effective morale booster with the anticipated outcome of curbing unwanted behavior.
- To operate and manage the food service program in a cost-effective and efficient manner that includes optimal staffing, purchasing U.S.D.A. surplus commodities and recycled products, energy conservation, and recycling excess food waste.
- To adequately prepare and equip food service workers, updating their skills and knowledge of safe and sanitary food handling procedures through a continuing food service education program.
- To educate minors of dietary needs and the importance of eating nutritious and healthy meals.
- To maintain detailed records, including but not limited to, meal counts, menus and purchases, to support food service program costs and for preparation of reports related to the National School Nutrition Program or other programs.
- To maintain an open collaborative relationship between County and service provider.

1.2 Scope of Service Summary

Proposer will be expected to manage and operate the County's food service program providing three (3) meals and one (1) snack per day, seven (7) days per week, with a minimum of two (2) hot meals per day. County meal schedule is as follows: breakfast served at 7:00 a.m., lunch

served at 11:45 a.m., dinner served at 4:45 a.m. and a snack is provided with the dinner meal (to be consumed later that evening).

Proposer shall be responsible for:

- ☑ Staffing. Proposer will be expected to adequately staff the Probation Department's Juvenile Detention Facility kitchen, located at 740 Beck Avenue, Fairfield, CA, as well as any off-site locations required under their proposal;
- ☑ Menu Planning. Proposer will be expected to develop a 4-week, 30 day, or 5-week menu plan that adheres to applicable laws and regulations and addresses the needs of the County;
- ☑ Minimum Purchasing Grades or Standards. Proposer will be expected to purchase quality food products;
- ☑ Inventory Control. Proposer will be expected to purchase, receive, and inventory all food products and other sundry items;
- ☑ Meal Preparation and Delivery. Proposer will be expected to establish a quality control process to comply with food handling standards and ensure planned menu is followed appropriately, and
- ☑ Food Acceptability. Proposer will be expected to establish a food acceptability process to include monitoring food preferences and receiving, addressing, and resolving food related complaints;
- ☑ Menu Modification. Proposer will be expected to establish a menu modification process to respond to significant changes in demographics and enable the County to request limited menu changes;
- ☑ Routine Cleaning of Kitchen, Dining and Storage areas. Proposer will be expected to perform all day-to-day cleaning and periodic comprehensive cleaning of food service areas and equipment, and wash and sanitize all reusable serving trays and other smallwares;
- ☑ Oversight of Equipment Maintenance. Proposer will be expected to establish an equipment preventative maintenance program and provide periodic reports;
- ☑ Hazardous Materials. Proposer will be expected to establish and maintain a hazardous materials log;
- ☑ Smallwares. Proposer will be expected to purchase and provide all smallwares necessary for food service operations;
- ☑ Cleaning Supplies. Proposer will be expected to purchase and provide all cleaning supplies necessary for food service operations;
- ☑ Office Equipment. Proposer will be expected to provide all necessary office equipment;
- ☑ Food Service Operation Manual. The Proposer will be expected to establish and/or update the Facility Food Service Operation Policy and Procedure Manual;
- ☑ Nutritional Workshop. Proposer will be expected to establish a nutritional workshop to educate minors about the importance of eating nutritious and healthy meals; and
- ☑ Inspections and Audits. Proposer will be expected to assist County with state inspections and School Breakfast-Lunch Program audits.

Exhibit A of the *Proposed* contract, details the minimum scope of services and deliverables that the County requires.

The County has provided each building's rated capacity, the projected daily average of minors, the estimated number of meals required (both daily and annually) by building, and the estimated number of medical and special diet meals required (annually), along with demographic data in the Service Proposal for the purpose of evaluation only; and as such, shall not be construed to mean the County is ordering the stated number of meals or that the successful Proposer will serve the stated number of meals, as the County makes no specific guarantee of a minimum or maximum number of meals that shall be required.

1.3 Contract Duration

The County intends to enter into a contract with an effective period of July 1, 2013 through June 30, 2016. However, the County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator no later than the *Letter of Intent to Propose* deadline date detailed in Section 2, RFP Schedule of Events. The County has provided a standard *Letter of Intent to Propose* in an electronic form. The Letter may be downloaded from Solano County's website (www.solanocounty.com), completed in word and signed, and either faxed or e-mailed in pdf format to the RFP Coordinator. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal by submitting a formal request. Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt or notification of RFP amendments and other communications regarding the RFP.

1.5 Proposal Submission Method and Deadline

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. The County assumes no responsibility for delays caused by any delivery service.

1.6 Proposal Expiration

All proposals shall remain firm for a period of one year after the submission date deadline.

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	TIME (PST)
1	County Issues RFP	November 14, 2012	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	November 21, 2012	12:00 PM
3	Mandatory Pre-proposal Conference	November 29, 2012	9:00 AM
4	Deadline for *Letter of Intent to Propose*	December 7, 2012	4:30 PM

5	Deadline for Written Comments	December 11, 2012	2:00 PM
6	County Issues Responses to Written Comments	December 18, 2012	
7	Deadline for Submitting a Proposal	January 8, 2013	2:00 PM
8	County Completes Evaluations	January 24, 2013	
9	County Sends a written Evaluation Notice to Proposers	February 4, 2013	2:00 PM
10	Conclusion of Contract Negotiation and Contract Signing by Awarded Contractor	February 15, 2013	3:00 PM
11	Board of Supervisors Approval and Execution of Contract as Authorized County Signatory	April 19, 2013	4:30 PM
12	Anticipated Contract Start Date	July 1, 2013	

3 GENERAL INFORMATION AND GUIDLEINES

3.1 Communications Regarding the RFP

Upon release of this RFP, all vendor communications concerning this procurement should be in writing (preferably e-mail), must include the RFP identification number **F393-1114-13** and be directed to the RFP Coordinator. In accordance with Section 3.2 of this RFP *Pre-Proposal Conference and Facility Tour*, proposers may request clarification or information, in person, at the pre-proposal conference or during the facility tour. Any oral communications shall be considered unofficial and nonbinding on the County. The County shall respond in writing to written communications received by the deadline specified in the RFP Schedule of Events, posting electronic copies of its written responses on Solano County's website and notifying all vendors submitting a *Letter of Intent to Propose*. Such response shall constitute an amendment to the RFP. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

3.2 Mandatory Pre-Proposal Conference and Facility Tour

A mandatory pre-proposal conference and facility tour for all potential Proposers is scheduled at the time and date detailed in the Section 2, RFP Schedule of Events and shall be held at the Solano County Juvenile Detention Facility, 740 Beck Avenue, Fairfield, CA. Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that the County may prepare responses before the conference. Additional questions shall be entertained at the conference; however, a response may be deferred until the question is received in a written format. Due to the complexity of factors related to services requested, including but not limited to, equipment and logistics, the County is requiring all potential proposers to attend the pre-proposal conference and facility tour. The County will make available at the conference a list of existing equipment; a diagram of the kitchen, storage areas, and building layouts; County facility policy and procedures; estimated meal counts for medical and special diets; holiday and special event meal guidelines; and average population by age, sex and ethnicity. Each vendor may send a maximum of 2 representatives.

3.3 Proposal Submittal and Withdrawal

All proposals must be submitted to the RFP Coordinator by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events. The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal. To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to

the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.4 Proposal Amendments, Errors or Incorrect Information

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the County. Proposers are liable for all errors or omissions contained in their proposals. If the county determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.5 RFP Amendment, Cancellation and Right of Rejection

The County reserves the unilateral right to amend this RFP in writing at any time. If an amendment is issued and posted on the County website, County will notify all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, at its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.

3.6 Rejection or Disqualification of Non-Responsive Proposals

Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive and/or a counteroffer, whereby the proposal may be rejected. Other actions whereby a proposal may be determined to be non-responsive, include, but are not limited to, the following:

- Proposers may not restrict the rights of the County or otherwise qualify their proposals by submitting the Proposer's own contract terms and conditions in a response to this RFP.
- Proposer fails to follow specified format or instructions.
- Proposer fails to fully complete proposal.
- Proposer fails to meet mandatory requirements.
- Proposer submits more than one proposal or multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor).
- Proposers include proposals for alternate services (*i.e*., proposals that offer something different from that requested by the RFP) and/or additional services (*i.e*., proposals that offer something extra from that requested by the RFP).

3.7 Independent Price Determination

A proposal must not result from any collusion between Proposers. The County will reject any proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the County will consider any such actions to be grounds for proposal rejection or contract termination.

3.8 Conflict of Interest and Proposal Restrictions

Any individual, company, or other entity involved in assisting the County in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP. Furthermore, no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a county agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

3.9 Disclosure of Proposal Contents Including Proprietary Information

All proposals and other materials submitted in response to this RFP procurement process become the property of the County of Solano. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the final contract award, indicated by the Board of Supervisor's execution of the contract, the proposals and associated materials shall be open for review by the public to the extent allowed by the ***California Public Records Act***, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

The master copy of each proposal shall be retained for official files and will become public record after the final award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.10 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 RFP REQUIREMENTS

4.1 General Requirements

Proposers must fully complete the Service Proposal in the electronic format required by the County (See RFP Instructions), responding to every question and attaching all necessary requested documents. Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled with the subject requirement in this RFP, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

One (1) original, five (5) copies, and one (1) electronic copy stored on CD media (pdf format) of the Service Proposal shall be submitted to the County in a sealed package and be clearly marked:

"Service Proposal in Response to RFP# F393-1114-13 -- Do Not Open"

4.2 Mandatory Requirements

Each Proposer must meet all four (4) requirements listed below before their proposal is accepted for evaluation.

1). Proposer must complete and execute RFP Transmittal Form (face page of electronic Proposal Form.

2). Proposer must have been in business providing institutional and/or other volume food service to governmental agencies, school districts, or large corporations for a minimum of three (3) years.

3). Proposer must demonstrate their financial responsibility and stability by providing the following:

- Written positive bank reference;
- Copy of positive credit rating from a credit agency;
- Two current written positive credit references from vendors/suppliers;
- Copies of current valid certificates of liability insurance including general liability, automobile liability, workers compensation and employer's liability; and
- Assertion that within the last ten (10) years:
  1. Proposer has not defaulted on any loan or similar agreement;
  2. Proposer has not filed or had filed against it, any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors;
  3. There has been no past litigation against the Proposer in Proposer's business capacity; and
  4. Proposer has not been debarred or otherwise ineligible to participate in any federal or state program.
- Assertion that there is no threatening or pending litigation against the Proposer.

4). Proposer must execute certification and assurance of compliance with federal/State/County laws and regulations referenced in the on-line proposal form.

4.3 Transition Plan

In the event that the successful Proposer is not the current service provider, the Proposer shall work with County staff and current service provider to develop a County-acceptable transition plan to address purchasing, inventory, and other issues that may impede or interrupt the continued flow of services. The successful Proposer shall submit the written transition plan to the County for approval by May 1, 2013 and shall implement all planned procedures by deadlines established within the transition plan. In accordance with Section 6.3 of this RFP *Effective Date*, the County shall not incur any liability resulting from performance related to the development or implementation of the transition plan.

4.4 Compliance with Laws and Regulations

Proposers must comply with all of the terms of this RFP and all applicable federal, State and County laws and regulations.

4.5 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP. The Proposal must include a copy of the joint venture or partnering agreement. The Proposal must include a copy of the joint venture or partnering agreement. A proposal transmittal letter must be signed by each Principal of the joint venture. Additional proposal transmittal letters may be downloaded from the County's website (www.solanocounty.com).

5 EVALUATION, SELECTION AND AWARD PROCESS

5.1 Proposal Evaluation

The evaluation process is designed to award the procurement, not necessarily to the Proposer with the lowest price, but rather to the Proposer who is fully qualified and best suited among those submitting proposals. The RFP Coordinator shall open and review all proposals to determine compliance with basic proposal requirements as specified in this RFP, including, but not limited to, documentation of mandatory requirements. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Selection Team, comprised of three or more members, shall review the proposal to determine:

a) Whether the proposal meets the necessary requirements for further evaluation;
b) Whether clarification(s) or correction(s) are needed. The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing; or
c) Whether the proposal should be considered nonresponsive.

The RFP Coordinator and Proposal Selection Team shall evaluate responsive proposals based on the evaluation criteria in this RFP and NOT against other proposals. The table below represents the categories that shall be considered in the evaluation of proposals, their respective maximum points assigned, and the evaluator.

CATEGORIES	MAXIMUM POINTS POSSIBLE	EVALUATOR
Price per Meal	**20**	RFP Coordinator
Qualifications and Experience	**20**	Proposal Selection Team
Service Approach	**45**	Proposal Selection Team
Education and Training	**5**	Proposal Selection Team
Records and Reporting	**5**	Proposal Selection Team
Collaborative Partnership	**5**	Proposal Selection Team

5.2 Proposal Selection and Award

Upon completion of scoring by the Proposal Selection Team, the RFP Coordinator shall calculate the average Service Proposal score (rounded to the nearest two decimal places) for each proposal, rank the proposals by score (highest to lowest), and forward results to the head of the procuring agency for consideration. The RFP Coordinator will then contact the highest ranked proposer to schedule a visit to Proposer's food prep area for the purpose of substantiating that the Proposer's food prep area is adequate to perform service needs required under this RFP. With respect to proposal scores and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers, identifying the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure unless the County deems the procedure in its best interest. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.

After issuance of evaluation notice, County and apparent best evaluated Proposer will enter final negotiations. If a satisfactory contract can be reached, the Contract shall be awarded to the Proposer; however, if the Proposer fails to sign and return the Contract drawn pursuant to this RFP and final contract negotiations within five (5) business days of its delivery to the Proposer, the County may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP and reject the proposal. In the event that a satisfactory contract can not be reached, the County will enter negotiations with each subsequent ranked Proposer until a satisfactory

contract can be established or until the Proposal Selection Team determines that rejection of all proposals is in the best interest of the County.

5.3 Grievance Procedures

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. The letter should clearly state the reasons for the protest.

The Director of General Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall state the reason for the action taken; and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision by the Director of General Services.

5.4 Public Inspection of RFP Files

The RFP files shall be made available for public inspection after final contract award and upon receipt of a written public record request; however as stated in Section 3.8 of this RFP *Disclosure of Proposal Contents Including Proprietary Information*, certain "confidential" material may be withheld from public inspection for a period of seven days. Due to the contract effective date of July 1, 2013, Proposers wishing to inspect RFP files are encouraged to submit written requests on or after the anticipated contract execution date of April 1.

5.5 Use of Services by Other County Departments, Local Agencies or Non-Profit Entities

Proposer will extend comparable services to any other Solano County department, local agency, or non-profit entity wishing to use the provisions, terms, and pricing of the final contract resulting from award of this RFP. Such additional services must be written into a separate contract and executed by the parties. It is understood that these departments, agencies, and non-profit entities shall make purchases in their own name, make direct payment, and be liable directly to vendor. The originating County department shall in no way be responsible to vendor for these purchases.

6 PROPOSED CONTRACT

6.1 Proposed Contract

Exhibit A of the *Proposed* contract details the minimum scope of services and deliverables that the County requires. Exhibit B of the Proposed contract details the payment terms and conditions. The *Proposed* contract also includes the terms and conditions required by the County (Exhibit C – General Terms and Conditions and Exhibit D – Special Terms and Conditions). The *Proposed* contract contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

6.2 Contract Negotiation

The apparent best evaluated Proposer shall be prepared to enter into a contract with the County which shall be substantially the same as the P*roposed* contract included in this RFP. Notwithstanding, the County reserves the right to add and/or modify terms and conditions, deemed to be in the best interest of the County prior to the Contract being executed. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations. Moreover, during the negotiation period, the County and Proposer may agree to add additional services, within the general scope of services outlined in the RFP, to the Contract.

6.3 Effective Date

Contract award and County obligations pursuant thereto shall commence **only** after the contract is signed by the Contractor (i.e., successful Proposer) and the head of the procuring county agency **and** after the contract is signed by all other County officials as required by County ordinances and regulations to establish a legally binding contract. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials.

6.4 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract, including any products or services which are not specifically requested in this RFP, but are necessary for Proposer to fulfill its responsibilities.

7 RFP INSTRUCTIONS

7.1 Electronic Proposal

The County discourages lengthy and costly proposals and therefore has provided a standard Service Proposal in an electronic form. The Proposal may be downloaded from Solano County's website (www.solanocounty.com), completed in word and printed for signatures where appropriate. Proposers must adhere to form field character limits, where indicated, and be aware of drop down field lists when preparing their responses.

7.2 Proposal Format

Notwithstanding the hard format imposed by the online proposal form, the Proposers must follow all additional formats set forth herein:

- Use of required online proposal form
- Use of standard, white 8 1/2" x 11" paper
- All proposal pages, including attachments, must include the following--
  Header – Service Proposal in Response to RFP# F393-1114-13
  Footer – Sequenced page numbers
- All responses, as well as any reference material presented, must be written in English, adhering to character limits where applicable
- All monetary amounts must be detailed in United States currency and rounded to the nearest cent
- Where appropriate, foldouts containing charts, spread sheets, and oversize exhibits are permissible, provided they are clearly and properly labeled.

Failure to follow the specified format may, at the County's sole discretion, result in the rejection of the Proposal.

7.3 Proposal Content

The Proposal as a whole and each individual response to a question must be specific unto themselves. For example, "See Enclosed Manual" shall not be considered an acceptable response or proposal.

7.4 Proposal Condition

The Proposal must be clean and suitable for copying.

7.5 Signatures

All signatures must be handwritten, legible and written in BLUE ink. Signature stamps are prohibited.