COUNTY ADMINISTRATOR'S OFFICE

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NOTICE TO QUALIFIED FIRMS
REQUEST FOR PROPOSALS
ECONOMIC DIVERSIFICATION STUDY PROJECT ON SOLANO COUNTY
COUNTY ADMINISTRATOR'S OFFICE
SOLANO COUNTY, CALIFORNIA

INTRODUCTION

The Solano County Administrator's Office is requesting Requests for Proposals (RFP) from qualified firms to procure a contract for the analysis, preparation and release of a comprehensive study of the local economy with a focus on developing a countywide strategic approach for diversifying the economic base. The objective is to identify strategies and actions that would reduce reliance and vulnerability of the Solano County economy to fluctuations in defense expenditures associated with Travis Air Force Base (TAFB). A county economic base less dependent on TAFB will be more sustainable and capable of thriving independent of budget cycles and changing priorities related to defense spending. The County of Solano seeks to understand the full range of the economic impact and the relationships of TAFB and the industries in the region that support, rely on, benefit from, or are synergistic partners to the military base, including but not limited to the Trade & Logistics and Health & Social Services industry clusters in the community.

The purpose of this Request for Proposal is to procure an all-inclusive, broad-based contractor to meet the County's needs within the given time frame.

NOTICE IS HEREBY GIVEN:

That the County of Solano, County Administrator's Office will receive submittals from qualified firms for an ECONOMIC DIVERSIFICATION STUDY PROJECT ON SOLANO COUNTY as outlined in the RFP available from the address listed below:

SUBMITTAL DUE: 4 P.M., Pacific Time, March 1, 2013

Solano County Administrator's Office
Attn: Stephen Pierce
675 Texas St., Suite 6500
Fairfield, CA 94533

COUNTY OF SOLANO
County Administrator's Office
675 Texas Street, Suite 6500
Fairfield, CA 94533

REQUEST FOR PROPOSALS
Economic Diversification Study Project on Solano County

RFP Number: T099-0201-13

Final Date for Submission: March 1, 2013, 4:00 PM (PST)

This document may be found at www.solanocounty.com.
Updates and any amendments will be posted on the same website.

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by proposers.

The County Administrators Office of the County of Solano intends to secure a contract for the analysis, preparation and release of a comprehensive study on the local economy with a focus on developing a countywide strategic approach for diversification of the economic base. The objective is to identify strategies and actions that would reduce reliance and vulnerability of the Solano County economy to fluctuations in defense expenditures associated with Travis Air Force Base (TAFB). A County economic base less dependent on TAFB will be more sustainable and capable of thriving independent of budget cycles and changing priorities related to defense spending. The County of Solano seeks to understand the full range of the economic impact and the relationships of TAFB and the industries in the region that support, rely on, benefit from, or are synergistic partners to the military base, including but not limited to the Trade & Logistics and Health & Social Services industry clusters in the community.

This Economic Diversification Study Project (EDSP) will build upon the groundwork established by Solano County through local economic summits held by the County that led to the *Solano County Economic Development Strategic Framework* (2007), developing the Solano County General Plan (2008), and economic studies funded by the County to understand local economic conditions, including the *Index of Economic and Community Progress* (2008, 2009, 2010, 2011) and industry cluster studies on the life science (2009), energy (2009), and food chain (2011) sectors. (Reports available at http://www.solanocounty.com/depts/rm/planning/general_plan.asp and www.solanocounty.com/economicindex). Solano County will serve as the lead on this project, but will engage a consultant and a variety of existing organizations already in place that actively engage in collaborative efforts among the County and its seven cities in areas related to public policy and economic development. These organizations include, but are not limited to, the Solano Economic Development Corporation, the Travis Regional Armed Forces Committee, the City County Coordinating Council, the Travis Community Consortium, the Solano County Workforce Investment Board, the Solano College Small Business Development Center, the Solano Transportation Authority, and the Solano Center for Business Innovation.

1.2 Scope of Service

The selected firm shall serve as the County's overall project manager for the Economic Diversification Study Project. The firm shall work as an extension of the County Administrator's Office, who will serve as the grant administrator for this project funded by the U.S. Department of Defense, Office of Economic Adjustment.

The firm shall assist the County Administrator's Office (CAO) by providing professional services leading to the analysis, preparation and release of a comprehensive study of the local economy with a focus on developing a countywide strategic approach for diversifying the economic base. A detailed outline for the proposed Scope of Work is provided in Section 8, Exhibit A.

1.3 Contract Duration

The County intends to enter into a contract with an effective period of on or about April 1, 2013 through June 30, 2014. Specifics will be determined in negotiations between the County and the successful bidder.

As noted in Standard Contract provided in Section 8, Exhibit C, the contract may be terminated at any time by either party for cause upon a minimum of 30 days written notice to the other party. All documents regarding all projects shall be transferred to the Solano County Administrator's Office at the time of termination and shall become the sole property of Solano County.

1.4 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all firms entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6 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 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. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

	EVENT	DATE	TIME
1	County Issues RFP	February 1, 2013	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	February 6, 2013	4 p.m.
3	Deadline for Written Comments	February 15, 2013	4 p.m.
4	County Issues Responses to Written Comments	February 22, 2013	4 p.m.
5	Deadline for Submitting Proposals	March 1, 2013	4 p.m.
6	County Completes Evaluations of RFPs	March 7, 2013	4 p.m.
7	County Notifies Shortlisted Firms of Interviews	March 7, 2013	4:30 p.m.
8	County Conducts Interviews	March 13, 2013	8 a.m. - 4 p.m.
9	County Notifies the Selected Firm	March 14, 2013	4:30 p.m.
10	Conclusion of Contract Negotiation and Contract Execution by Contractor; Contract is Subject to Board of Supervisors' Approval	March 18, 2013	12 p.m., Noon
11	Board of Supervisors Consider Contract	March 26, 2013	
12	Anticipated Contract Start Date	April 1, 2013	
13	Anticipated Workflows Outlined in Section 8, Exhibit A.	April 1, 2013 to June 30, 2014	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP coordinator shall be the main point of contact for this RFP.

Stephen Pierce
Solano County Administrator's Office
675 Texas St., Suite 6500
Fairfield, CA 94533
(707) 784-6122
Fax: (707) 784-7975
slpierce@solanocounty.com

3.2 RFP Number

The County has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP- T099-0201-13

3.3 Communications Regarding the RFP

All proposer communications concerning this procurement must be directed to the RFP Coordinator in writing. Any oral communications shall be considered unofficial and nonbinding to the County. Written comments, including questions and request for clarification, must cite the RFP number and be received by the deadline specified in the RFP Schedule of Events. Responding firms may send inquiries/clarifications via e-mail to the RFP Coordinator with the subject line of "RFP T099-0201-13 – Economic Diversifications Study."

The County shall respond in writing to written communications, which shall constitute an amendment to the RFP. Only written responses to written communications shall be official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

The County shall post copies of its written responses to written comments on Solano County's website at http://www.solanocounty.com/hpl/bids_n_rfps/default.asp.

Any data or factual information provided by the County shall be deemed for informational purposes only, and if a responding firm relies on said factual information, it should either:

a) independently verify the information, or

b) obtain the County's written consent to rely thereon.

3.4 Proposal Submittal

Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal to the RFP Coordinator by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events. No pricing information shall be in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive.

One (1) original, five (5) hard copies, and one (1) Electronic copy (DVD, CD) of the Technical Proposal shall be submitted to the County in a sealed package and be marked: "Technical Proposal in Response to RFP-T099-0201-13"

One (1) Cost Proposal shall be submitted to the County as a separate, sealed package and marked: "Cost Proposal in Response to RFP T099-0201-13"

3.5 Submittal Preparation, Interview and Negotiation Costs

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal, and costs incurred by the responding firms during the interview and negotiations phase of the solicitation.

3.6 Proposal Amendment or Withdrawal

The County shall accept no amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the County. To withdraw a proposal, the proposer must submit a written request, signed by an authorized representative, to the RFP coordinator. After withdrawing a previously submitted proposal, the proposer may submit another proposal up to the deadline for submitting proposals.

3.7 Proposal Errors or Incorrect Proposal Information

Proposers are liable for all errors or omissions in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal. 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.

3.8 Right to Refuse Personnel

The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.9 Licensure

Before a contract pursuant to this RFP is executed, the selected firm must hold all necessary, applicable business and professional licenses. As part of the evaluation process of the RFP, the County may require any or all responding firms to submit evidence of proper licensure.

3.10 Proposal of Additional Services

If a Proposer indicates an offer of services besides those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the County. The cost for any such additional services must be incorporated into the required cost amount(s) in the Cost Proposal so that all proposals may be equitably evaluated.

3.11 Conflict of Interest and Proposal Restrictions

By submitting an RFP, the responding firm certifies that 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 Respondent 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.

County agencies shall not contract with an individual who is, or within the past six months has been, an employee of the County of Solano. An individual shall be deemed a County employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the County, A contract with a company in which a controlling interest is held by a County employee shall be considered to be a contract with said individual and shall be prohibited.

Any individual, company or other 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.

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposer, a County employee, or any competitor. The proposer is prohibited from submitting 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).

3.12 RFP Amendment or Cancellation; Right of Rejection

The County reserves the unilateral right to amend this RFP in writing or cancel or reissue the RFP at its sole discretion. The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety. Any proposal received which does not meet the requirements of this RFP may be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable Federal, State and County laws and regulations

3.13 Disclosure of Proposal Contents and Proprietary Information

All proposals and other materials submitted in response to this RFP procurement process become the property of the County of Solano and a copy will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government Code §6276). Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be confidential during the evaluation process. 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 sections 6250-6270 and 6275-6276.48) upon the final award of the contract by all authorized parties. By submitting a proposal, the proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

Each proposer may label part of a proposal as "CONFIDENTIAL" if the Proposer agrees to indemnify and defend the County for honoring such a designation. Failing to so label any information 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.

3.14 Joint Ventures and Partnering Severability

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County because of the participation of multiple entities. The proposal shall set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract under this RFP. The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved and their rights and responsibilities regarding a contract under this RFP.

3.15 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 PROPOSAL FORMAT AND CONTENT

4.1 General Proposal Requirements

4.1.1 The County discourages lengthy and costly submittals. RFPs should be prepared simply and economically and provide a straight forward, concise description of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be in conformity to the County's instructions, requirements of the RFP, and completeness and clarity of content.

4.1.2 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the requirement in this RFP (*e.g*., the response to the third requirement of the Proposal Transmittal Letter would be labeled 4.2.1.3). Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the County's sole discretion, result in the rejection of the proposal.

4.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

1) Proposal Transmittal Letter;
2) Mandatory Proposer Qualifications;
3) General Proposer Qualifications and Experience; and
4) Technical Project Approach.

If a proposal fails to detail and address each requirement detailed, the County may determine the proposal to be non-responsive and reject it.

4.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation.

4.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to this RFP and any contract awarded under it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

4.2.1.2 The letter shall provide the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

4.2.1.3 The letter shall state whether the proposer intends to use subcontractors/subconsultants. If so, identify the names of the subcontractors/subconsultants with complete mailing addresses and the scope and portions of the work the subcontractors/subconsultants shall perform. (NOTE: The selected firm must obtain written approval from the County prior to using any subcontractors/subconsultants.)

4.2.1.4 The letter shall state whether the proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the County of Solano) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.

4.2.1.5 The letter shall also include a statement of acknowledgement that the County's Standard Contract (Section 7) has been reviewed and accepted with or without qualification. If

qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the contract are noted, the County will assume that the responding firm accepts the stated terms.

4.2.2 Mandatory Proposer Qualifications. The Technical Proposal shall provide the following information, referencing the subsections in sequence:

4.2.2.1 Written confirmation that the proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the Standard Contract in section 7 of this RFP, unless otherwise noted in Section 4.2.1.5.

4.2.2.2 Written certification and assurance of the proposer's compliance with applicable local, state and federal laws. Proposers must sign and return Attachment 8.1 with the proposal.

4.2.2.3 Documentation validating that the Proposer has sufficient financial strength and resources to provide the services required under this RFP.

4.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the proposer's experience in delivering services similar to those required by this RFP:

4.2.3.1 A brief, descriptive statement indicating the proposer's credentials to deliver the services sought under this RFP;

4.2.3.2 A brief description of the proposer's background and organizational history;

4.2.3.3 Years in business;

4.2.3.4 A brief statement of how long the proposer has been performing the services required by this RFP;

4.2.3.5 Location of offices, with a clear indication of the office(s) from which services will be performed;

4.2.3.6 A description of the proposer organization's number of employees, longevity, client base;

4.2.3.7 Whether there have been any mergers, acquisitions, or sales of the proposer company within the last ten years (if so, an explanation providing relevant details);

4.2.3.8 Form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);

4.2.3.9 A statement whether the proposer or the proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing details;

4.2.3.10 A statement whether there is any pending litigation against the proposer; and if such litigation exists, attach an opinion of counsel whether the pending litigation will impair the proposer's performance in a contract under this RFP;

4.2.3.11 A statement whether, in the last 10 years, the Proposer has 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; and if so, an explanation providing details;

4.2.3.12 A list of all current contractual relationships with the County of Solano and all those completed within the previous five-year period. The list must include:

a) the contract number;

b) the contract term; and

c) the procuring County agency for each reference.

(NOTE: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed under Section 4.2.3.12, shall be considered in awarding Proposer Qualifications and Experience category points.)

4.2.4 Technical Project Approach. The proposer shall describe in detail its plans and approach for accomplishing the work requested (referencing the subsections in sequence) to demonstrate their understanding of the County's requirements and project schedule, which is outlined in the Proposed Scope of Work (Section 8, Exhibit A).

4.2.4.1 Provide a comprehensive narrative detailing how the proposer will complete the scope of services, accomplish required objectives, and meet the County's project schedule. Alternative task schedules may be proposed to meet the County's requirements for the following deliverables for the Economic Diversification Study Project outlined in more detail in the Proposed Scope of Work:

a) Create and implement a project management plan

b) Establish and guide a Leadership Group

c) Facilitate project meetings and public forums

d) Develop and implement an overall public engagement strategy

e) Conduct a social and organizational network analysis

f) Conduct a pre- and post- project SWOT analysis

g) Map Solano County's economic assets and conducting a gap analysis

h) Conduct a meta-analysis of existing studies to develop a baseline of economic data and a sustainable method of monitoring key economic indicators

i) Design and conduct surveys, focus groups and/or interviews of local/regional business leaders and Travis Air Force Base leaders

j) Identify clusters influencing the local economy and strategies to grow these clusters

k) Analyze workforce demands of existing and potential employers and the ability of the existing workforce to meet those demands

l) Prepare and print a comprehensive report detailing an Economic Diversification Strategic Approach

4.2.4.2 Provide a narrative description of how the proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the County's project schedule.

4.2.4.3 Describe in detail a maximum of 10 similar projects (one page per project) completed in the last five years that demonstrate the following:

a) Experience working with a public agency using federal grant dollars or other public sector funding to conduct economic development analysis and to prepare associated reports.

b) Experience performing the tasks outlined in the Proposed Scope of Work.

c) Experience presenting and clarifying the technical analysis included in economic studies in a public meeting setting.

d) Identify client references for all projects listed, including name of firm or organization, position title of reference, current phone number and current email.

4.2.4.4 Describe in detail work that the Proposer has directly performed on a maximum of four projects (one page per project) that show:

a) A demonstrated ability to meet internal and project deadlines, major milestones and an overall project schedule.

b) A demonstrated ability to manage and design projects with the stipulated project budget, including forecast and recovery tools/methods used to maintain budget.

4.2.4.5 Provide a matrix referencing work performed relative to the projects listed, indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractors/subconsultants, if subcontractors/subconsultants are proposed.

4.2.4.6 Provide an organizational chart highlighting the key people who shall be assigned to accomplish the work required for this RFP, illustrating the lines of authority, and designate the individual responsible for the completion of each service component and deliverable of the RFP.

4.2.4.7 Provide a narrative description of the proposed project team, its members, and organizational structure; identify the primary contact person who will lead the day-to-day work effort and service as the primary contact to the County on a day-to-day basis.

4.2.4.8 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer and its subcontractors/subconsultants to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor/subconsultant. Include the anticipated percentage of time (in full time equivalents) that each will be available to work during the term of the contract. Identify the duration of employment with the responding firms and other firms for each person listed.

4.3 Cost Proposal

The Cost Proposal shall be submitted to the County in a separate, sealed package from the Technical Proposal. The Cost Proposal shall record the hourly rate for services and all other costs for the total contract period. The Proposer shall provide cost information for each task and sub-items identified in the Proposed Scope of Work (Section 8, Exhibit A). The Proposer must sign and date the Cost Proposal.

Funds for this project are provided through a grant from the Department of Defense Office of Economic Adjustment, and no additional County funds are available to deliver this project.

5 EVALUATION AND CONTRACTOR SELECTION

5.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in evaluating proposals are Qualifications and Experience, Organizational Suitability, and Cost Proposal and points shall be awarded as follows:

CATEGORIES*	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	70 points
Organizational Suitability	20 points
Cost Proposal	10 points
Total Possible Points	100 points

5.2 Proposal Evaluation Process

5.2.1 The evaluation process is designed to award a contract not necessarily to the Proposer of least cost, but rather to the proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.

5.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A proposal evaluation team made up of three or more members shall be responsible for evaluating proposals using the pre-established evaluation criteria and weights set out in this RFQ. Refer to Attachment 8.2, Proposal and Interview Evaluation Format.

5.2.5 The County reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for 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 Technical Proposals. If clarifications are made because of such discussion, the proposer shall put such clarifications in writing.

5.2.6 The County reserves the right, at its sole discretion, to conduct interviews with one or more of the highest ranked proposers. The interview should be led by the individual who will be the primary contact with the County on a day-to-day basis. The same evaluation criteria used for the RFP evaluation process will be used to rate the firms during the interviews.

5.3 Contract Award Process

5.3.1 The RFP coordinator shall forward results from the proposal evaluation process to the County Administrator or designated representative for consideration, identifying the best evaluated proposer. After the results have been validated by the County Administrator or designated representative, the RFP Coordinator will invite the best evaluated proposer to participate in negotiations with the County.

5.3.2 The proposer evaluated as the most responsive shall be prepared to enter into a contract with the County which shall be substantially the same as the Standard Contract in Section 7 of this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed in the best interest of the County, during final contract negotiations.

5.3.6 If a proposer fails to sign and return the contract drawn under this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may determine, at its sole discretion, that the proposer is non-responsive to this RFP and reject the proposal and begin negotiations with the next ranked most responsive proposer or cancel this RFP.

6 STANDARD CONTRACT INFORMATION

6.1 Contract Approval

The RFP and the contractor selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the contractor 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 legal contract.

6.2 Contract Payments

6.2.1 Contract payments shall be made under the Payment Terms and Conditions provision of the final contract.

6.2.2 No payment shall be made until the contract is approved as required by County ordinances and regulations. 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 as required by applicable statutes and rules of the County of Solano.

6.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

6.4 Contract Monitoring

The Contractor shall be responsible to complete all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the Contractor's place of business related to performing the contract. If the County requires such an inspection, the Contractor shall provide reasonable access and assistance.

6.5 Contract Amendment

6.5.1 During this contract, the County may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the County shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates in the Contractor’s proposal to this RFP.

6.5.2 If the County and the Contractor agree regarding the work and associated compensation, said agreement shall become effective with a contract amendment.

6.5.3 Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations.

6.5.4 The Contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

7 *STANDARD* CONTRACT

County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBOBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

_____
CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

   Exhibit A – Scope of Work

   Exhibit B – Budget Detail and Payment Provision

   Exhibit C – General Terms and Conditions

   Exhibit D – Special Terms and Conditions

This Contract is made on _____, 2013.

CONTRACTOR	COUNTY OF SOLANO
_____ CONTRACTOR'S NAME	_____ AUTHORIZED SIGNATURE
_____ SIGNATURE	_____ TITLE
_____ PRINTED NAME AND TITLE	_____ ADDRESS
_____ ADDRESS _____ CITY STATE ZIP CODE	_____ CITY STATE ZIP CODE Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form: _____ COUNTY COUNSEL

Rev. 1/09/08

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

PROPOSED SCOPE OF WORK*

(*Actual scope of work to be negotiated after intent to award is issued)

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

The following tasks outline the expectations of the Economic Diversification Study Project, per the grant agreement with the Office of the Economic Adjustment. Timeline target dates are based on days from the project meeting kickoff, which is estimated to be on or about April 1, 2013. The Contractor may propose an alternate task schedule to achieve the County's anticipated key outcomes of:

1) An assessment of the overall industry clusters in Solano County and the subset of these clusters that support, rely on, benefit from, or have synergistic partnerships with the existence of Travis Air Force Base;

2) An assessment of the workforce in Solano County and the ability of the workforce and local industry to meet the demands of a more diversified economy related to existing industry areas or to evolve into a workforce that can satisfy potential new industry opportunities;

3) A better understanding of the workforce/talent leakage to neighboring regions;

4) An assessment of the potential opportunities to further diversify the Solano County economy and complement the County's vision; and

5) The recommendation of a countywide economic diversification strategic approach that identifies courses of action to refine economic development initiatives to expand and further diversify the economic base of Solano County.

Specific tasks anticipated to be completed within the Scope of Work include:

	Task 1 – Project Management Function: The consultant will serve as the overall project manager for the Economic Diversification Study Project. • *Estimated Share of Total Project Time: 20%*	**Target Completion Date**
1.1	Develop, present and maintain a complete project management plan in Microsoft Project or other software	Ongoing
1.2	Provide monthly project status reports to the County and the Leadership Group, once formed	Ongoing
1.2.1	Reports should include a description of accomplishments, anticipated activities, and the status of the project in comparison to the approved project management plan	Ongoing
1.3	Facilitate project meetings	Ongoing
1.4	Establish and guide a Leadership Group (see Task 2)	Ongoing
1.5	Coordinate sub-consultants to conduct economic and workforce analyses (see Task 3)	Ongoing
1.6	Facilitate the development of the Economic Diversification Study and the dissemination of the project outcomes (see Task 4)	Ongoing
1.7 **1.7.1**	Develop and implement an overall public engagement strategy to encourage stakeholder participation as well as to inform local political entities, stakeholders, media and the general public on the project and its outcomes. Engagement activities should include, but are not limited to, a web presence, e-mail blasts, talking points, collateral materials, and press releases.	Ongoing

	Task 2 – Develop a Leadership Group: Identify, establish and maintain a Leadership Group to guide the development and implementation of the Economic Diversification Study Project. • *Estimated Share of Total Project Time: 4%*	**Target Completion Date**
2.1	Conduct a social and organizational network analysis to identify membership in the Leadership Group as well as participants in the economic development strategy process.	Day 60
2.2	Develop an organizational structure to support the Leadership Group and decision-making.	Day 120
2.2.1	Develop roles and responsibilities of the Leadership Group, to include bylaws and procedures for this group will to operate in accordance with public meeting laws.	
2.2.2	Establish a mission statement, goals and objectives for the Leadership Group.	

	Task 3 – Conduct Economic and Workforce Analyses: Identify the factors, industry clusters and other opportunities that influence local economic conditions and Identify sustainable ways to track changes to key economic indicators. • *Estimated Share of Total Project Time: 59%*	**Target Completion Date**
3.1	Conduct a Strength, Weakness, Opportunity and Threat (SWOT) Analysis of Solano County – from the global to local perspective – with regional stakeholders.	Day 150
3.2	Map Solano County's economic assets and conduct a gap analysis.	Day 210
3.2.1	Economic assets include but are not limited to: human capital; financial capital; research and development institutions; industrial base; infrastructure (transportation, utilities, communications/data, continuum of education and workforce training, etc.); and the legal and regulatory environment.	
3.3	Conduct a meta-analysis of existing studies to determine current validity, update as required to develop a baseline of economic data that measures local economic changes and progress on economic diversification, and develop a sustainable method to continue monitoring these key economic indicators.	Day 210
3.3.1	Existing studies include but are not limited to the *Solano County Economic Development Strategic Framework* (2007), *Solano County Index of Economic and Community Progress* (2008, 2009, 2010 and 2011); *Solano County's Life Science Cluster* (February 2009); *Solano County's Energy Cluster* (November 2009)*; The Food Chain Cluster: Integrating the Food Chain in Solano and Yolo Counties to Create Economic Opportunity and Jobs* (May 2011). (Reports available at http://www.solanocounty.com/depts/rm/planning/general_plan.asp and www.solanocounty.com/economicindex).	
3.4	Design and conduct survey(s), focus groups, and/or interviews to gather relevant quantitative and qualitative information from local/regional businesses and TAFB leaders that identify the needs of local businesses and opportunities that would encourage non-Department of Defense job creation and long-term sustainability of the industry sector.	Day 210
3.4.1	Quantitative data should include number, type and category of businesses (by 6 digit NAICS (North American Industry Classification System) code if possible)	
3.4.2	Qualitative data should include opportunities for economic collaboration through Intergovernmental Partnership Agreements and other public-public	

	authorities.	
3.5	Identify the industry clusters influencing the local economy and the opportunities/challenges to growing these clusters.	Day 330
3.5.1	A subset of this cluster analysis examines the industries that support, rely on, benefit from or have synergistic partnerships with TAFB and the opportunities / challenges to diversify those industries, including but not limited to the Trade & Logistics and Health & Social Services industry clusters in the community.	
3.5.2	Analysis should include, but is not limited to, a characterization of the respective supply chains of the industry clusters, assets required to sustain the cluster, and existing industry leakage.	
3.6	Conduct an analysis of the workforce demands of Solano County employers, potential additional public and private activities in the community, and the ability of Solano County residents to meet those workforce demands.	Day 330
3.6.1	A subset of this analysis is an examination of the commute patterns of Solano County residents by industry to determine the available skill sets for business retention/attraction and overall economic diversification.	
3.7	Conduct an update on the SWOT Analysis with the Leadership Group based on the information obtained from the economic and workforce analyses.	Day 345

	Task 4 – Develop Economic Diversification Strategic Approach: Based on the analysis and information gathered in Task 3, identify general and specific actions that the public and private sector entities throughout the county may choose to employ to diversify, sustain and expand the local economy. • *Estimated Share of Total Project Time: 17%*	**Target Completion Date**
4.1	Develop strategies by cluster to capitalize on the strengths/opportunities and mitigate and/or overcome the weaknesses/threats.	Day 375
4.2	Prepare a draft Economic Diversification Strategic Approach.	Day 405
4.2.1	Validate the draft Economic Diversification Strategic Approach with the Leadership Group.	
4.2.2	In coordination with the Leadership Group, determine the scope and detail of the Economic Diversification Strategic Approach to be shared openly with the general public, in consideration of proprietary and/or sensitive information.	
4.2.3	In coordination with the Leadership Group, determine the relevant stakeholders to receive the non-publically releasable scope and detail of the Economic Diversification Strategic Approach.	
4.2.4	In coordination with the Leadership Group, determine how the non-publically releasable scope and detail of the Economic Diversification Strategic Approach will be communicated to the relevant stakeholders.	
4.3	Prepare and print final Economic Diversification Strategic Approach documents – one public, one close hold.	Day 445
4.3.1	Design final reports for distribution in print format and electronic format.	
4.3.2	Print a minimum 50 copies of the publically releasable final report in paper format.	
4.3.3	Print 25 copies of the close hold report in paper format.	
4.3.4	Make electronic copies of the publically releasable documents available for	

	posting on the websites of participating stakeholders.	
4.3.5	The study/report, in print and electronic format, shall include the following disclaimer statement on the title page: "This study was prepared under contract with Solano County, California, with financial support from the Office of Economic Adjustment, U.S. Department of Defense. The content reflects the views of Solano County and does not necessarily reflect the views of the Office of Economic Adjustment."	
4.4	Conduct two forums on the Economic Diversification Study Project.	Day 465
4.4.1	Conduct a public forum, engaging the integrated audiences of the public sector, business sector and community groups that have participated in past Economic Summits held by Solano County to communicate the outcome of the Economic Diversification Study Project.	
4.4.2	Conduct a private forum, engaging the Leadership Group and relevant stakeholders for a close hold briefing to communicate the outcome of the Economic Diversification Study Project.	

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- Providing management oversight of the Economic Diversification Study Project to ensure the anticipated outcomes are achieved.
- Serving as the release authority of the data and analysis obtained and generated in the course of this project.
- Administering the Office of Economic Adjustment grant to ensure timely reimbursements of allowable expenses under the terms of the grant agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of County's representative, the County shall pay the Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. All invoices are subject to review and approval by Office of Economic Adjustment. Contractor shall be liable for any contract disallowance.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$1,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County

of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor’s manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor’s professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another

government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

ATTACHMENT 8.1

CERTIFICATION OF COMPLIANCE

RFP T099-0201-13

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

a) the laws of the County of Solano;

b) Title VI of the federal Civil Rights Act of 1964;

c) Title IX of the federal Education Amendments Act of 1972;

d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

g) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America; and

h) the condition that 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.

Proposer Signature	**Date**
Print Name	**Organization**

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

Attachment 8.2

PROPOSAL AND INTERVIEW EVALUATION FORMAT

RFP T099-0201-13

Proposer Name

Evaluator Date

EVALUATION CRITERIA	SCORE
GENERAL QUALIFICATIONS AND EXPERIENCE	
Proposer's Background/Organizational History (Maximum 20 Points) *Reference Sections 4.2.2 and 4.2.3* ▪ Longevity, service capability, geographic location, depth of resources, stable client base, evidence of ethical, legal and economic stability, past performance with Solano County (if applicable)	
Proposer's Credentials/Experience *Reference Sections 4.2.4.1 to 4.2.4.4 and Section 8, Exhibit A* **Similar Project Experience (Maximum 20 Points)** ▪ Experience in researching, analyzing and compiling data in a comprehensive, readable, and useful format ▪ Experience in presenting economic data in public settings ▪ Experience in facilitating groups/meetings to meet intended objectives ▪ Experience in developing recommendations for a strategic approach to diversifying the economy of multiple jurisdictions and building consensus to facilitate the implementation of those recommendations ▪ Experience performing duties listed in Exhibit A ▪ Nature and quality of recently reported work within the last five years ▪ Familiarity with the Solano County community (business, community, military and elected leaders) **Budget/Schedule Experience (Maximum 10 Points)** ▪ Demonstrated ability to meet internal and project deadlines, major milestones and overall project schedule ▪ Familiarity with public sector accounting requirements for reimbursement of expenses in accordance with federal grant requirements	
Proposer's Personnel and Subconsultants (Maximum 20 Points) *Reference Sections 4.2.4.5 to 4.2.4.8* ▪ Link between proposed personnel and similar project experience ▪ Clarity/adequacy of project team organizational structure with clear roles, responsibilities and lines of communication/authority ▪ Qualifications, knowledge, experience, education, licensing, and training of proposed personnel and subconsultants (if applicable) ▪ Demonstrated history working as a Project Team ▪ Demonstrated history working directly with proposed subconsultants (if applicable)	

Proposer Name

Evaluator Date

EVALUATION CRITERIA	SCORE
ORGANIZATIONAL SUITABILITY	
<u>Approach for Accomplishing Requested Work (Maximum 20 Points)</u> *Reference Section 4.2.4* ▪ Ability to staff and provide continuity to the work effort ▪ Compatibility of project management approach to expectations of the County Administrator's Office ▪ Adequacy/completeness of the operational or organizational model and management methods that characterize the firm which will be applied to the proposed work effort	
COST PROPOSAL	
<u>Competitiveness of Cost Proposal (Maximum 10 Points)</u> *Reference Section 4.3 and Section 8, Exhibit A* ▪ Reasonableness of rates in relation to peer firms and industry standard ▪ Reasonableness of reimbursable expenses ▪ Differentiation and reasonableness of basic services versus additional services ▪ Costs are identified by task and sub-item listed in Exhibit A	
TOTAL PROPOSED SCORE: *Maximum of 100 Points*	

Evaluator Signature Date

ATTACHMENT 8.3

RESERVATIONS

RFP # T099-0201-13

Solano County exclusively reserves the unilateral and independent rights, that at its sole discretion can make awards in whole or in part of any varying combination of bid items and requirements, to be in the best interest of the County, not necessarily to the lowest bidder but to the bidder determined to be professionally and technically able to supply products or services as requested, and fulfill all bid requirements.

Solano County reserves the right to reject any and all bids of any bidder who is in default on the payment of taxes, license, or other monies due to the County.

Solano County reserves the right to reject any bids of any bidder who previously failed to perform adequately for the County of Solano or any other governmental agency.

Solano County will hold any and all bidders to strict compliance with this RFB. Waived variances made are to be in the best interest of the County. Where the County waives minor variances in bids, such waiver does not modify the RFB requirements.

Solano County, at its sole discretion, and as it sees fit, hereby reserves the following rights:

Rejection of bids
Reject any and all bids considered not to be in the best interest of the County.

Reject any and all bids not in compliance with all requirements of this RFB.

Reject any and all bid responses to this RFB, before or after bid submittal deadline date in whole or in part, in writing at any time.

Amend, cancel, and/or reissue this RFB, before or after bid submittal deadline date in whole or in part, in writing at any time.
Waive any and all minor irregularities, informalities or technicalities.

Cancel any award and re-solicit bids for items herein specified due to increased or added costs, if in its opinion increased prices are greater than those of the general market.

Cancel any award and re-solicit bids in the event delivery cannot be made within ten (10) days after the date specified on the bid form to be the earliest possible delivery date.

To reduce the number of any specified bid item, in whole or in part, due to budget constraints.

_____ _____
Proposer Signature Date

RETURN THIS FORM WITH YOUR RESPONSE

ATTACHMENT 8.4

NON-COLLUSION AFFIDAVIT

RFP NO. T099-0201-13

State of California
County of Solano

_____, being first duly sworn, deposes and says that he or she is Owner of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

_____
Proposer's Signature Signed at Place Date Phone

_____
Authorized Representative's Signature Signed at Place Date Phone

_____
Company

_____
Address

_____
City State Zip

RETURN THIS FORM WITH YOUR RESPONSE