NOTICE TO QUALIFIED FIRMS
REQUEST FOR QUALIFICATIONS
FOR
CONSULTING SERVICES FOR
ENERGY ASSESSMENT AND MAINTENANCE OPERATIONS
FOR COGENERATION PLANT

RFQ# 90627-0222-13

SOLANO COUNTY DEPARTMENT OF GENERAL SERVICES / CENTRAL SERVICES DIVISION
SOLANO COUNTY, CALIFORNIA

INTRODUCTION

The Solano County Department of General Services is requesting Statements of Qualifications (SOQ) from qualified firms to provide consulting services for an energy assessment and assessment of maintenance operations for the Solano County Cogeneration plant.
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NOTICE IS GIVEN:

That the COUNTY OF SOLANO, Department of General Services/Central Services Division will receive submittals from qualified firms for consulting services for an energy assessment and assessment of maintenance operations for the Solano County Cogeneration plant as outlined in this RFQ which can be obtained from the address listed below:

SUBMITTAL DUE: 3:00 P.M. Pacific Daylight Saving Time, March 21, 2013

Mail or deliver to:

County of Solano
Department of General Services
Division of Central Services
Attn: Dianne Koutz, C.P.M.
675 Texas Street, Suite 2500
Fairfield, CA 94533

This RFQ document is available electronically on the County's website at www.solanocounty.com
Any vendor participating in this solicitation must include a vendor application with the proposal. This application may be downloaded from the above website. Proposers are responsible for frequently checking the County's website for any changes or information relating to this RFP.

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TENTATIVE SCHEDULE FOR SELECTION PROCESS

RFQ Published	2/25/13
RFQ Inquiries from Responding Firms received by County	3/4/13
County Issues Response to RFQ Inquiries	3/8/13
Statement of Qualification Due No Later than 3:00 P.M.	3/21/13

No fax or e-mail submittals will be accepted. Timely delivery of the submittals to the County is the sole responsibility of the responding firm. Late receipt of the SOQ's will not be considered for evaluation.

All firms must submit one electronic copy, one original, and four copies of their SOQs to:

General Services
Attn: Dianne Koutz, C.P.M.
675 Texas Street, Suite 2500
Fairfield, CA 94533

Evaluation and Ranking	3/28/13
Oral Interviews	Week of 4/1/13
Notice of Intent to Award	4/8/13
Signed Agreement from Contractor	4/11/13

Note: Dates are tentative and subject to change at the sole discretion of the County.

PART I – GENERAL CONDITIONS

1.01 Request for Qualifications/Rules for Competition

The competitive method used for this solicitation is known as a "Request for Qualifications" (RFQ). Firms shall be ranked and selected according to their Statement of Qualifications (SOQ). Interviews will be conducted with the top ranked firms. Costs for developing the SOQ are entirely the responsibility of the firm submitting the SOQ, and shall not be chargeable to the County.

1.02 RFQ Inquiries & Requests for Additional Information

Inquiries regarding the RFQ shall be made by e-mail to:

Dekoutz@solanocounty.com

These inquiries shall be accepted up to March 4, 2013, 5:00 P.M., PST.

1.03 Statement of Qualifications (SOQ)

Response to this solicitation will be in the form of a Statement of Qualifications (SOQ) according to the format described in Part Ill. The SOQ shall document the firm's qualifications as they apply to the scope of work found in Part Il.

County of Solano will evaluate all responses using the evaluation criteria and associated points in Part IV. The selection panel will consist of representatives from various County departments associated with the County's Cogeneration plant. Representatives of various departments could include, but are not limited to, County Administrator's Office, Resource Management, Facility Operations, and user departments. Composition of the selection panel is subject to change at the sole discretion of the County. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

1.04 Changes to the Statement of Qualifications

The Statement of Qualifications cannot be changed after the time and date designated for receipt of the submittal.

1.05 Rejection

A Statement of Qualifications may be rejected if it deviates in any substantial respect from the requirements of the RFQ, as determined solely by the County of Solano. Grounds for rejection might include, but are not necessarily limited to, the following:

A. Submittal is received at any time after the specified time and date set for receipt of SOQ.
B. Submittal is not prepared in the format described in Part Ill.
C. Submittal contains false or misleading statements or references which, in the exclusive judgment of County of Solano, do not support an attribute or condition contended by the responding firm or if, in the exclusive judgment of County of Solano, the information contained is intended to mislead County of Solano in its evaluation of the SOQ and the attribute, condition, or capability of a requirement of this RFQ.
D. Submittal is without an original wet-signed cover letter.
E. Submittal has no Statement of Compliance (ATTACHMENT A).

F. Submittal has no Statement of Acknowledgment of review and acceptance of the County's Standard Contract (EXHIBIT A).

1.06 Interviews

Interviews will be scheduled with the top ranked firms submitting SOQ's, if more than three firms respond. These firms should be available for interviews beginning on April 1, 2013 (these dates are subject to change).

The County is not responsible for expenses associated with attending interviews, travel or otherwise.

Information regarding the interview process will be provided to short-listed firms only. The interview process will be administered such that all short-listed firms will have equivalent amounts of time and opportunity to present.

Upon completion of the interviews, County of Solano may make adjustments to the scores and re-rank the top competitors. Personnel whose resumes are provided in the SOQ shall be in attendance at the interview. Key individuals that will be assigned as liaison to County of Solano shall be responsible for the presentation. The presentation should be led by the proposed Project Manager who will be the day-to-day contact with Solano County.

1.07 Negotiations

Upon reranking firms following the interview process, the County may begin negotiations with the top-ranked proposer.

If negotiations with the highest ranking proposer fails, the County will enter into negotiations with the next highest ranked proposer and so on.

1.08 Non-negotiable Provisions

Since County contracts are subject to Government and Public Contract Codes, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A sample of the County's Standard Terms and Conditions is included in EXHIBIT A. Responding firms are required to review the County's Standard Terms and Conditions and accept it with or without qualification. (See *Part III, Statement of Qualifications Format, Section 5: Contract Modifications)*

1.09 Contract Term

The term of any contract resulting from this Request for Qualifications is estimated to be complete within not more than six [6] months from date of contract approval.

1.10 Contract Termination/Duration

As noted in EXHIBIT C, the Contract may be terminated at any time by either party for good cause upon a minimum of 30 days written notice. All documents regarding all projects shall be transferred to the County of Solano, General Services Department at the time of termination and shall become the sole property of Solano County.

Per County Purchasing Policy, the initial contract term will be for one year with a possible annual extension for two additional years; the total contract term is a maximum of three years.

1.11 Statement of Compliance

County Contractors must agree not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age (over 40), according to the Statement of Compliance Std. 19 (ATTACHMENT A), which must be included with the Statement of Qualifications or the SOQ will be deemed non-responsive. In addition, Solano County's Standard Contract (EXHIBIT A) requires that County consultants must not unlawfully discriminate against any employee or applicant for employment based on ancestry, gender, mental handicap, sexual orientation, or other protected status.

1.12 Signature of the Firm Submitting the SOQ

The Statement of Qualifications shall include a cover letter signed by an individual who is authorized to bind the responding firm contractually. The name and title of the individual signing the SOQ shall be typed immediately below the signature.

1.13 Other Information

A. Disposition of SOQs - All materials submitted in response to this RFQ will become the property of the County, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at County's option and at the responding firm's expense. One copy of each SOQ shall be retained for official County files and will be a public document.

B. County Use of Replies - The County has the right to use any or all ideas or concepts presented in any SOQ. Selection or rejection of the responding firm does not affect this right.

C. Contact for Information - Oral communications by County employees concerning the RFQ shall not be binding on the County and shall in no way excuse the responding firm of obligations as set forth in the RFQ.

D. Modification or Withdrawal of SOQ - Any SOQ may be withdrawn or modified by written request of the responding firm if such a request is received by the County at the above address before the date set for receipt of the SOQ.

E. Right to Reject Any or All SOQs - It is the standard practice of the County not to solicit SOQs unless there is a bona fide intention to award a contract. However, the County does reserve the right to reject any or all SOQs. The County reserves the right to terminate proceedings at any time.

PART II - SCOPE OF WORK

The County is seeking a consulting firm to provide a comprehensive assessment of its cogeneration plant condition, equipment and operational efficiency, and cost effectiveness in relation to other market-based energy alternatives. In 2005, significant investments were made to the cogeneration plant both in terms of capital investment to expand plant capabilities, as well as ongoing annual operations and maintenance costs. This assessment is needed to validate the ongoing investment in plant operations and renewal.

Description of Cogeneration Plant

The Solano County cogeneration plant has been in operation since 1989. It consists of 3 separate Waukesha engines sized at 450 kW, 1000 kW, and 1400 kW. Engines #1, #2, respectively, are original equipment. Engine #3 was installed in 2005 to serve a major expansion of County facilities. The waste heat from the engine generators is used to provide district heating and cooling to most campus buildings.

Solano County's Cogeneration plant provides electricity, hot water for district heating, and chilled water for cooling to the County Government center campus in downtown Fairfield. The campus includes approximately 1,176,850 gross square feet of building space and miscellaneous equipment.

Primary objectives with corresponding deliverables:

1. Review and assess plant engines, generators, heat production and capture, heat loads, maintenance and operations. Provide recommendations to improve operational efficiency, reliability (consistent performance) and potential longevity of the plant.
    a. Deliver a comprehensive written report, based on factory specifications, care, operation, and maintenance of equipment. Report is to include equipment analysis for longevity and determine replacement timeline.

2. Determine adequacy and effectiveness of maintenance and operations actions to date. Include an evaluation of factory recommended standards, procedures and market competitiveness.

    a. Using factory guidance/service intervals and required manufacture standards and compare to market standards and availability, provide a written report.
    b. Examine impact of emissions and exhaust into the air, air pollutions; projections; testing and responsibility.
    c. Address major component warranties and performance guarantees on equipment.

3. Evaluate economic cost/benefit of the plant to determine efficiency of the system in terms of current and future potential performance to include market-based options and recommendations for improvements (current energy output compared to electricity directly obtained from the power grid, and viable alternate heating and cooling options).

    a. Provide a comparison report of cost analysis of newer systems (if upgraded) as compared to existing system. Report on existing costs vs. purchasing power from the grid and applying the changes in equipment (to buildings) for non- cogeneration operations.
    b. Comparison report is to include all County costs associated with the operation of the cogeneration plant, including dedicated and support staff.

4. Develop a request for proposal, in collaboration with the County, to solicit bids for a recommended maintenance and operations contract.

    a. Complete outline for market bids for the maintenance and operation of the cogeneration plant, using manufacture, specifications, guidance, warranty repair, complete service to include all major repairs/rebuilds, and operations of plant with response to cogeneration plant, 24/7, 365 days of the year.

Cogeneration Maintenance/Operations

The County has an existing contract with a private sector contractor to provide maintenance services for the plant equipment. This includes services for described generators, associated heat recovery systems and emission systems. Because the cogeneration plant provides energy to critical buildings located in the downtown campus, the contractor is required to respond to plant emergencies and outages, as needed, 24 hours a day, 365 days a year. In addition, the contractor provides professional recommended manufacture guidance on matters regarding the efficient and economical operation and maintenance of the cogeneration facility. The contractor also provides the necessary labor, equipment, tools, materials and incidentals for the performance of maintenance of engine generators, heat recovery systems and emissions systems. All maintenance of the subject equipment is to be performed in accordance with applicable laws, codes and regulations, as included in manufacturers' recommendations, service bulletins, parts and shall not in any way void any manufactures warranties.

The Cogeneration Plant is supported by one (1) full-time Senior Stationary Engineer or Plant Operator, and a part-time back-up Stationary Engineer.

PART III – STATEMENT OF QUALIFICATIONS FORMAT

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

Cover:

Must be titled:

Statement of Qualifications
To
Provide Consulting Services for an Energy Assessment and Assessment of Equipment and Maintenance Operations for the Solano County Cogeneration Plant.

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Section 1: Summary

- Cover letter signed by an individual who is authorized to bind the responding firm contractually. The name and title of the individual signing the SOQ cover letter shall be typed immediately below the signature.
- Summarize the firm's overall approach in fulfilling the objectives and goals of the contract.
- Name individuals that will be directly involved and responsible in carrying out project tasks listed in section 2.0 of the RFQ.

Section 2: Firm's Level of Project Experience

Describe in detail, work the firm has directly performed within the past five years on a maximum of five public sector or similar projects that demonstrates the following:

- Experience meeting project deadlines
- Experience with cogeneration plants similar in size and capacity to Solano County's plant.
- Experience with conducting energy assessments and providing recommendations based upon findings.
- Experience with maintenance and operations of cogeneration facilities mitigating service and/or performance disruptions.
- Experience delivering complete and comprehensive required reports.
- Experience performing tasks listed in Section 2.0 of the RFQ.

Limit: one page per project.

Identify client references for all projects listed; include title and current phone number of individual contacts, Use Attachment .

Provide matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project they are listed under.

Section 3: Proposed Personnel and Resume Synopsis

Identify principals and key staff members within the firm who would be committed to performing tasks and clarify their roles in the project, including the anticipated percentage of time (in full time equivalents) that each will be available to work on this County project. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses and demonstrated accomplishments of these key staff members and their familiarity with, and knowledge of applicable codes, required approval processes, and project delivery methods. Identify which staff members have worked directly with the proposed sub-consultants (if sub-consultants are proposed), in the past and describe the nature and quality of past working relationships of similar projects for each key staff member proposed.

Limit: one page per person.

Section 4: Description of Organization

Describe in detail the organizational structure of the firm. Describe reliability, continuity, and location of the firm. Include type of organization, composition, functions to be performed by members of the firm and how they pertain to this project. Identify the primary contact person (who should lead the interview session) who will represent the firm during day-to-day contact with the County. Include an organizational chart.

Note: Any potential subcontractor must be identified in the SOQ. Changes in subcontractors may only be made after written approval for the County.

Describe the operational or organizational approach to fulfilling the scope of work/contract intent and state how this model will coordinate with the County's needs.

Provide a Standard Rate Schedule including reimbursables and normally recurring expenses.

Describe all litigation involvement in the last five years. List all publicly recorded legal actions (including arbitration settlements if they are publicly available) stemming from performance of similar professional responsibilities sought under this solicitation in which the firm or individuals proposed for the work that have been named (even if actions occurred under the employment of others). Specifically describe the outcome of all actions or declare the current status if litigation is pending.

Section 5: Contract Modifications

Include a statement of acknowledgment that the County's Standard Contract Terms and Conditions (EXHIBIT A) 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. The scope of work for the contract will be developed during the negotiation process but will initially be based on the Task List in Section 2.0 of the RFQ. If no modifications to the Agreement are noted, then the County will assume that the firm is capable of performing all normal managerial tasks and services without reservation or qualification to the Agreement.

Part IV

EVALUATION CRITERIA

Experience	**Maximum Points**
Specialized experience of the firm in the management and design of similar projects	20

- Experience with energy assessments relative to cogeneration plants.
- Experience working with local governments and compliance with laws and regulations.
- Experience developing and demonstrating cost/benefit analyses and reporting findings based upon equipment performance and energy output.
- Knowledge of cogeneration equipment, operation, and maintenance.
- Knowledge of emissions and exhaust into the air, air pollutions; projections; testing and responsibility.

Work the firm has directly performed that shows:	15

A demonstrated ability to deliver a complete and comprehensive cost/benefit analysis proving cogeneration is (or is not) a feasible alternative to purchasing power directly from a grid. **A sample of a completed report is required with RFQ submission.**

- A demonstrated ability to meet project deadlines. Provide letters verifying previous contracts similar in size and scope were completed within the initial term of the contract.

Proposed Personnel and Resume Synopsis

Principals to be assigned to the project and their experience as it applies to the overall scope of service and task list in Section 2 in this Request for Qualifications. It is required to submit resumes of all proposed staff for this project.	15
Education, experience, licenses, and demonstrated accomplishments of key personnel with the firm assigned to the project, including their duration of employment.	10

Organizational Suitability

Ability to staff and provide continuity to the work effort.	05
Adequacy/completeness of the operational or organizational model and management methods that characterize the firm which will be applied to the proposed work effort	10
Litigation involvement in the last five years. List all publicly recorded legal actions stemming from performance of professional responsibilities in which the firm or individuals assigned to this project have been named. Describe the outcome of all actions or declare the current status if litigation is pending.	05
Competitiveness/reasonableness of Standard Rate Schedule Submitting firms must submit a rate schedule for each individual proposed to conduct work for this County objective.	15
Total Points Possible	**100**

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

The parties have executed this Contract as of the ___ day of _____, 20___.

SAMPLE

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

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

To be negotiated during contract negotiations.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

SAMPLE

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

[Insert budget detail and payment provision].

To be negotiated during contract negotiations.

1. METHOD OF PAYMENT

Upon submission of an invoice by contractor, and upon approval of County's representative, County shall pay 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.

SAMPLE

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, drivers 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.)	**$2,000,000**	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 rights to require complete, certified copies of 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 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 it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	**Cost Principles**	**Administrative Requirements**
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars • Code of Federal Regulations: http://www.gpoaccess.gov/CFR		

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 A

CERTIFICATION OF COMPLIANCE
RFQ#90627-0222-13

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; http://www.solanocounty.com/countycode.asp

b) Title VI of the federal Civil Rights Act of 1964; http://www.usdoj.gov/crt/cor/coord/titlevi.html

c) Title IX of the federal Education Amendments Act of 1972; http://www.usdoj.gov/crt/cor/coord/titleix.html

d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; http://www.usdoj.gov/jmd/ps/4-1.html

e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government; http://www.ada.gov/pubs/ada.html

f) the condition that the submitted bid 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;

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 Bidder in connection with the Procurement under this IFB.

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

THIS FORM MUST BE RETURNED WITH SUBMITTAL

ATTACHMENT B

CUSTOMER REFERENCE FORM

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
4. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	

Type of Service:	
Dates(s) when service provided	
5. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	

Proposer's Authorized Representative:
Print Name_____
Signature_____
Company Name_____

THIS FORM MUST BE RETURNED WITH SUBMITTAL

ATTACHMENT C

Submittal Check List

All items listed below shall be included in submittal package at time of delivery to County Offices as per the Request for Qualifications. This list is intended to assist responding firms. It is the sole responsibility of each responding firm to comply with these requirements.

1. Addressed to: County of Solano
   Department of General Services/Central Services
   Attn: Dianne Koutz, C.P.M.
   675 Texas Street, Suite 2500
   Fairfield, CA 94533

2. Received by County no later than 3:00 P.M., Pacific Daylight Saving Time on March 21, 2013.

3. One electronic, one (1) original and five (5) copies of SOQ Submittal in format specified in Part III of RFQ including Rate Schedule.

4. Statement of acknowledgement of review and acceptance (with or without qualification) of the County's Standard Contract (EXHIBITS A, B, C).

5. Certificate of Compliance (ATTACHMENT A).

6. Exhibit D, Customer References

7. Fax or e-mail copies of SOQ will **not** be accepted.