COUNTY OF SOLANO
Department of Health and Social Services

REQUEST FOR PROPOSALS
FOR

Community Health Clinics: Improve Effectiveness of Operation Practices

RFP Number: G99-03182-13

Final Date of Submission:

April 12, 2013 4:00pm

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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.

The County of Solano, Health and Social Services, hereinafter referred to as the County, intends to secure a contract with organizations, agencies, or individuals experienced and certified in assessing and identifying new ways to improve primary health clinics productivity, increase patient access to services, reduce patient waiting time, develop teamwork, improve staff satisfaction, develop patient-centered medical homes, and optimize the use of technology in the health care setting.

1.2 Scope of Service

Attachment A of this RFP contains the minimum list of services and deliverables the selected Contractor is expected to provide the County.

Attachment C of this RFP contains the general terms and conditions required by the County.

1.3 Contract Duration

The County intends to enter into a contract with an effective period of June 1, 2013 through December 31, 2013.

The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years.

1.4 Proposal Deadline

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

Potential contractors or vendors 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 <u>not</u> substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential contractor or vendor.

<u>Proposals may not be delivered orally, by facsimile, or by other telecommunication or electronic means</u>.

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 vendors 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 Potential Contractors or Vendors with a Disability

Potential contractors or vendors with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Potential contractors or vendors 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 4:30 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose* and posted to the Solano County website

	EVENT	DATE	TIME
1	County Issues RFP	03/18/2013	
2	Deadline for Potential Contractors or Vendors with a Disability to Make Accommodation Requests	03/22/2013	
3	Deadline for Written Comments and Questions	03/25/2013	
4	County Issues Responses to Written Comments and Questions	03/27/2013	
5	Deadline for Submitting a Proposal and County Opens Technical Proposals	04/12/2013	4:00 PM
6	County Completes Technical & Cost Evaluations	04/24/2013	
7	Anticipated Contract Start Date	06/01/2013	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

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

Gina Merrell
275 Beck Avenue, MS 5-200
Fairfield, California 94533
Phone: (707) 784-8380
Fax: (707) 421-3207

Email: gmerrell@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# G99-03182-13

3.3 Communications Regarding the RFP

3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the County. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.

3.3.3 Any communication regarding this RFP sent by facsimile must also be sent by United States mail on the same date.

3.3.4 The County shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered 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.

3.3.5 The County shall e-mail copies of its written responses to individuals who submitted written comments and post them to the County website.

3.3.6 Any data or factual information provided by the County shall be deemed for informational purposes only, and if a potential contractor or vendor 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 Required Review and Waiver of Objections by Potential Contractors or Vendors

Potential Contractors or Vendors should carefully review this RFP and all attachments, including but not limited to the General Terms and Conditions, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the County no later than the Deadline for Written Comments detailed in Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the County, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

3.5.1 Potential contractors or vendors shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive.

One (1) original, three (3) copies, and one (1) electronic version of the Technical Proposal shall be submitted to the County in a sealed package and be clearly marked:

"Technical Proposal in Response to *G99-03182-13*--- Do Not Open"

One (1) Cost Proposal, three (3) copies, and one (1) electronic version shall be submitted to the County in a separate, sealed package and clearly marked:

"Cost Proposal in Response to *G99-03182-13*--- Do Not Open"

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

"Contains Separately Sealed Technical and Cost Proposals"

3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Solano County Health and Social Services
275 Beck Avenue, MS 5-200
Fairfield, California 94533

3.6 Proposal Preparation Costs

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the County.

3.9 Proposal Errors

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

3.10 Incorrect Proposal Information

If the county determines that a potential contractor or vendor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the potential contractor or vendor knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Potential Contractor or Vendor Terms and Conditions

A Potential Contractor or Vendor may **not** submit the Potential Contractor or Vendor's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. Each subcontractor must be approved in writing by the County. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

3.12.2 Notwithstanding the use of approved subcontractors, the potential Contractor or Vendor, if awarded a contract under this RFP, shall be the prime Contractor and shall be responsible for all work performed.

3.13 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.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) may be considered non-responsive and rejected.

3.15 Proposal of Additional Services

If a Potential Contractor or Vendor indicates an offer of services in addition to 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) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Potential Contractor or Vendor shall **not** propose un-requested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

3.16.1 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 Potential Contractor or Vendor, a County employee, or any competitor.

3.16.2 The Potential Contractor or Vendor is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Potential Contractor or Vendor.

3.16.3 The Potential Contractor or Vendor is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all potential Contractor or Vendors associated with a multiple proposal.

3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Potential Contractor or Vendor may be required to provide proof of adequate worker's compensation, general, automobile and/or professional liability insurance coverage before entering into a contract. Additionally, the County may, at its sole discretion, require the apparent successful potential Contractor or Vendor to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the County shall be in form and substance acceptable to the County. Specific insurance requirements for this contract are listed in Attachment C, Section 7.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The County may require any or all potential Contractor or Vendors to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

3.19.1 By submitting a proposal, the Potential Contractor or Vendor 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 Potential Contractor or Vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a county agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

3.19.2 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.

3.19.3 Any individual, company, or other entity involved in assisting the County in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Potential Contractor or Vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors who submitted written questions as well as being posted on to the Solano County website. Potential Contractor or Vendors shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

3.21.1 The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Potential Contractor or Vendors must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.21.3 Potential Contractor or Vendors may not restrict the rights of the County or otherwise qualify their proposals. If a Potential Contractor or Vendor does so, the County may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.21.4 The County reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the potential contractor or vendor from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Potential Contractor or Vendor to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the County of Solano. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. The proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48) 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.

3.23 Proprietary Information

The master copy of each proposal shall 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). Each Potential Contractor or Vendor may clearly label part of a proposal as "CONFIDENTIAL" if the Potential Contractor or Vendor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Potential Contractor or Vendor of the request and delay access to the material until seven working days after notification to the Potential Contractor or Vendor. Within that time delay, it will be the duty of the Potential Contractor or Vendor to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.24 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 Potential Contractor or Vendors shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County as a result of the participation of multiple entities.

4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.

4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

4.2 Location and Work Space

The County SHALL NOT provide work-space for the Contractor.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.1 The County discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Potential Contractor or Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

5.1.2 Potential Contractor or Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Potential Contractor or Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the County's information requirements.

5.1.3 Potential Contractor or Vendors must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Potential Contractor or Vendors must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (*e.g*., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

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.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.

5.1.5 Potential Contractor or Vendors shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal non-responsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

Proposal Transmittal Letter;

General Potential Contractor or Vendor Qualifications and Experience; and

Technical Approach

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

5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of 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. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

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

5.2.1.2 The letter shall state that the proposal remains valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.

5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.

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

5.2.1.5 The letter shall state whether the Potential Contractor or Vendor intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the County prior to the use of any subcontractors.)

5.2.1.6 The letter shall state whether the Potential Contractor or Vendor 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 potential Contractor or Vendor. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.

5.2.1.7 The letter shall also include a statement of acknowledgement that the County's Standard Contract (Attachment C) 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, then the County will assume that the Potential Contractor or Vendor is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

5.2.1.8 a statement as to whether there is any pending litigation against the Potential Contractor or Vendor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Potential Contractor or Vendor's performance in a contract under this RFP.

5.2.1.9 a statement as to whether, in the last ten years, the Potential Contractor or Vendor 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 relevant details.

5.2.2 Contractor or Vendor Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Potential Contractor or Vendor's experience in delivering services similar to those required by this RFP:

5.2.2.1 a brief, descriptive statement indicating the Potential Contractor or Vendor's credentials, background and organizational history to deliver the services sought under this RFP;

5.2.2.2 two (2) customer references for similar projects representing — each reference must include:

a) the company name and business address;

b) the name, title, and telephone number of the company contact knowledgeable about the project work; and

c) a brief description of the service provided and the period of service.

5.2.2.3 a list, if any, 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 Potential Contractor or Vendor 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 shall be generally considered in awarding Potential Contractor or Vendor Qualifications and Experience category points.)

5.2.3 Technical Approach. The Potential Contractor or Vendor shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the County to ascertain the Potential Contractor or Vendor's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Potential Contractor or Vendor's technical approach to delivering the services sought under this RFP:

5.2.3.1 Potential Contractor or Vendors must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Potential Contractor or Vendor will complete the scope of services and accomplish the required objectives.

5.2.3.2 Potential Contractor or Vendors must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Potential Contractor or Vendor will manage the project. This section must include the following:

a) a narrative description of the proposed project team, its members, and organizational structure, where applicable;

b) a personnel roster and resumes of key people who shall be assigned by the Potential Contractor or Vendor to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Potential Contractor or Vendor, and employment history);

5.2.3.3 Potential Contractor or Vendors must provide a comprehensive work plan, captioned "Project Work plan", which includes a timeline illustrating how the potential contractor or vendor will complete the project.

5.3 Cost Proposal

5.3.1 The Cost Proposal shall be submitted to the County in a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal shall specifically record the exact cost proposed in the appropriate space as required by Attachment F. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

5.3.3 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, the County shall determine the proposal to be non-responsive and reject it.

5.3.4 The Potential Contractor or Vendor must sign and date the Cost Proposal.

5.3.5 Bidders must also submit their detailed cost proposals in both summary and line item form utilizing Attachment G and Attachment H.

5.3.6 Bidders must submit a budget narrative utilizing a format similar to the sample provided in Attachment I describing costs and detailing cost allocation methods utilized to prepare the budget.

5.3.7 If bidder plans to utilize a subcontractor, Attachment J must be submitted to describe the subcontractor summary budget.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Contractor or Vendor Qualifications and Experience	20
Technical Approach:	
Project Approach	40
Project Management	20
Project Work Plan	10
Cost Proposal	10

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Potential Contractor or Vendor of least cost, but rather to the Potential Contractor or Vendor 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. The County reserves the right at its own discretion to require Proposers to present their offering to the review committee at the County's site in Fairfield, CA. This requirement will be at the discretion of the review committee and will be based on the results of the detailed review and the ranking of total technical points. Only the highest ranked Proposers will be invited to present their offering. Should proposers be invited to make a presentation, the County will not be liable for any travel expenses or associated costs.

6.2.2 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.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

a) if it meets requirements for further evaluation;

b) if the County shall request clarification(s) or correction(s); or

c) if the County shall determine the proposal non-responsive and reject it.

6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Potential Contractor or Vendor Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals.

6.2.5 The County reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Potential Contractor or Vendors. 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 as a result of such discussion, the Potential Contractor or Vendor shall put such clarifications in writing.

6.2.6 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.

6.3 Contract Award Process

6.3.1 The County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.

6.3.2 After the evaluation of proposals and final consideration of all pertinent information available, the RFP Coordinator shall issue a written Notice of Intent to Award to all Potential Contractor or Vendors. The notice shall identify the apparent best evaluated Potential Contractor or Vendor. The notice shall <u>not</u> create rights, interests, or claims of entitlement in the apparent best evaluated Potential Contractor or Vendor or any vendor.

6.3.3 The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Potential Contractor or Vendor subsequent to the Intent to Award Notice.

6.3.4 The apparent best evaluated Potential Contractor or Vendor shall be prepared to enter into a contract with the County which shall be substantially the same as the *Standard* contract included in Attachment C of this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

6.3.5 If a Potential Contractor or Vendor fails to sign <u>and</u> return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Potential Contractor or Vendor, the County may determine, at its sole discretion, that the Potential Contractor or Vendor is non-responsive to the terms of this RFP and reject the proposal.

6.3.6 If the County determines that the apparent best evaluated Potential Contractor or Vendor is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.5 *et seq*., above.

6.3.7 Contract award shall be subject to the contract approval of all appropriate County officials in accordance with applicable County laws and regulations.

6.3.8 After award of the contract to successful proposer, the RFP files shall be made available for public inspection upon request.

7 STANDARD CONTRACT INFORMATION

7.1 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 Potential Contractor or Vendor 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 legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

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.

7.3 RFP and Proposal Incorporated into Final Contract

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

7.4 Contract Monitoring

The Contractor shall be responsible for the completion of 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 that 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 that are related to the performance of the contract. If the County requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of 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 included in the Contractor’s Proposal to this RFP. If the County and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. 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 <u>and</u> must be approved by other County officials as required by County laws and regulations. The Contractor shall <u>not</u> commence additional work until the County has issued a written contract amendment and secured <u>all</u> required approvals.

Attachment A

EXAMPLE - Scope of Work

Contract Description:

Assess and identify new ways to improve productivity, increase patient access to services, reduce patient wait time, develop teamwork, improve staff satisfaction, develop patient-centered medical homes, and optimize the use of technology in the health care setting. H&SS operates a Federally Qualified Health Center (FQHC) through its Family Health Services with locations in Fairfield, Vacaville and Vallejo. FQHC services are provided in a primary care, behavioral healthcare, and pediatric dental setting.

Work Activities. Contractor will:

- Gather, assess and survey data regarding current operational practices of the FQHC clinics, including operational practices for front office and back office activities.
- Develop a summary report, flow diagrams, and data findings for current operational practices.
- Through collaboration with Family Health Services line staff, supervisors and managers, identify operational practices that need to be addressed and strategies to improve their effectiveness.
- Develop training, education and communication plans for line staff, supervisors and managers to integrate recommended operational practices
- Develop data measurements to report out to line staff, supervisors and managers on modified operational practices.
- Meet with line staff, supervisors and managers to develop modified operational practices as needed.
- Collect data, analyze, and create a summary report of modified operational practices to assess effectiveness of the modified practices that were implemented.

Attachment B

EXAMPLE – Budget Detail and Payment Provisions

County will pay contractor upon submission of reports / deliverables and timesheets provided by consultants

A. Upon submission of an invoice by Contractor, and upon approval by County, County shall, in accordance with the "Contractor Budget Request" attached to this Contract as Exhibit "B-1" and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Exhibit B-1. Monthly claims for payment must be submitted to County by the 15th day of the subsequent month. The final invoice for each fiscal year must be received no later than 45 days after the end of the fiscal year. County reserves the right, at its sole discretion, to deny any claims for payment received after this date.

B. Claims submitted by Contractor must meet the criteria set forth in section D below and be documented by (1) submission of an official Solano County Vendor Claim form and (2) an agency spreadsheet specifying the County's portion of the total agency budget directly attributable to this Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

C. Contractor may request transfers between the budget line items by submitting to County a completed "Budget Modification Request Form", which will be provided by the County. Transfers between budget line items may be made only upon prior written approval of County, which approval may be withheld in the sole and absolute discretion of County. Budget line items may be added for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract.

D. The following criteria apply to Contractor Budget Requests submitted by Contractor under this Contract:

(1) Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies.

(2) Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project. Timesheets for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.

(3) Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. The expenses must be to further the program objectives as defined in Exhibit A of this Contract and be incurred (realized) during the invoiced period. County reserves the right to make the final determination if an operating expense is allowable and necessary.

(4) Indirect costs are shared costs that cannot be directly assigned to a particular activity, but are necessary to the operation of the organization and the performance of the project. All reimbursements by County must be consistent with the provisions of 2 CFR Part 230, formerly known as OMB Circular A-87 regarding allowable costs.

(5) Purchase of personal property using funds from this contract must have prior written approval from the County, as follows:

a. Purchases of computer, software, and printers regardless of cost

b. Purchases of other personal property over $1,500

(6) Contractor shall develop and maintain a system to track such tangible personal property and submit an annual accounting of all property purchased with County funds. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall return such assets to the County upon Contract termination; unless the depreciated value of the asset is $0, based on a straight line method of depreciation (refer to 2 CFR Part 230).

Attachment C

EXAMPLE – 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 for in Exhibit D.

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.)	**$5,000,000 for profit entities** **$1,000,000 for non-profit entities**	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 insured's 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 in Exhibit D, 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 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. 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 D

EXAMPLE – Special Terms and Conditions

The following terms and conditions may apply to the contract upon final negotiation:

1. CONTRACT EXTENSION

Notwithstanding paragraph 4 of Exhibit C, and unless terminated by either party prior to _____, this Agreement shall be automatically extended from _____ through _____ to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. TERMINATION

A. Notwithstanding Section 5 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon __ days written notice from one to the other.

3. ADDITIONAL INSURANCE

(1) Automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with this Agreement, including coverage for hired and non-owned vehicles, in an amount no less than [five hundred thousand dollars ($500,000)] [three hundred thousand dollars ($300,000] [one hundred thousand dollars ($100,000)] combined single limit for each occurrence.

(2) [Professional liability] [Errors and Omissions] insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars ($1,000,000) combined single limit per claim and in the aggregate.

(3) Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Agreement in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 1 year following the completion of work under this Agreement.

[Indemnification for Physicians]

Pursuant to Government Code section 800 et seq., County shall indemnify Contractor against all claims, losses and damages arising out of Contractor's performance to the extent that Contractor would be entitled to indemnification if Contractor were a County employee. County may indemnify either by self-insuring or by purchasing insurance for such purpose.

4. SPECIAL RESPONSIBILITIES OF CONTRACTOR

(1) Submit verification of non-profit status, if a requirement for the award of this Contract:

(2) Provide an audit report, including a management letter, to County annually;

(3) Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;

(4) Provide an un-audited statement of revenue and expenditures to County within thirty days (30) of completion of the project if funds awarded to Contractor are $100,000 or less;

(5) Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

5. DRUG FREE WORKPLACE

6. CHILD/ADULT ABUSE

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

8. CHANGES AND AMENDMENTS

9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

10. EARLIER DEFAULT

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 10 in Exhibit D, the time period for notifying Contractor of default shall be ____ days. If Contractor fails to cure a default within ___ days after notification, or if the default requires more than __ days to cure and Contractor fails to commence to cure the default within __ days after notification, then Contractor's failure shall terminate this Contract.

Attachment E

CERTIFICATION OF COMPLIANCE

RFP # G99-03182-13

Potential Contractor or Vendor Name

By indication of the authorized signature below, the Potential Contractor or Vendor does hereby make certification and assurance of the Potential Contractor or Vendor's compliance with:

a) the laws of the State of California;

b) the laws of the County of Solano;

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

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

e) the Equal Employment Opportunity Act and the regulations issued therein by the federal government;

f) the Americans with Disabilities Act of 1990 and the regulations issued therein by the federal government;

g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; 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 Potential Contractor or Vendor in connection with the Procurement under this RFP.

Potential Contractor or Vendor Signature **Date**

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Attachment F

COST PROPOSAL FORMAT

RFP # G99-03182-13

_____

Potential Contractor or Vendor Name

NOTICE TO POTENTIAL CONTRACTOR OR VENDOR:

The Potential Contractor or Vendor shall indicate below the offered price for providing all services proposed including all services as defined in the *Standard* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, the County shall determine the proposal to be non-responsive and reject it.

The Potential Contractor or Vendor must sign and date the Cost Proposal.

	PROPOSED COST
Community Health Clinics: Improve Effectiveness of Operation Practices **(For term of 06/01/2013 – 12/31/2013)**	

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and the County.

_____

Signature **Date**

_____

<u>THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL</u>

Attachment G

SUMMARY BUDGET FORM

RFP # G99-03182-13 APPLICANT NAME _____

	TOTAL PROPOSED PROGRAM BUDGET	
COST CATEGORY	Dates: 06/01/2013 – 12/31/2013	
A. Personnel		
B. Operating Expenses		
C. Subcontractor		
D. Indirect Costs (10% maximum)		
TOTAL		

Attachment H

SINGLE AGENCY LINE ITEM BUDGET FORM

RFP # G99-03182-13 APPLICANT NAME: _____

Line Item	FTE	Dates: 06/01/2013 – 12/31/2013
Personnel		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits		
SUBTOTAL PERSONNEL		
Operating Expenses		
Rent & Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Start-Up costs (Year 1 only)		
Other		
SUBTOTAL OPERATING EXPENSES		
Subcontractors		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
Indirect Costs		
Indirect Costs		
SUBTOTAL INDIRECT COSTS		
GRAND TOTAL EXPENSES		

Attachment I

SAMPLE – Budget Narrative – **SAMPLE**

(Note: The Budget narrative is the justification of "how" and/or "why" a line item helps to meet the program deliverables. The categories will change based on the proposed budget)

1. Personnel

A. Salary – **Total: $54,818.00**

Program Director currently oversees the program and will spend 100% of their time hiring, supervising and training staff. This individual's annual salary is $26,596.00 and will be covered for the 12 months of the contract.

Program Coordinator will spend 100% of their time providing direct service to the participants (describe services). This individual's annual salary is and will be covered for the 12 months of the contract totaling $22,000.00.

Program Assistant is a part-time assistant which will provide (describe services). This individual's annual salary is $9.15 per hour for 20 hours a week for 34 weeks of the contract year totaling $6,222.00.

B. Fringes – **Total: $18,629.00**

FICA will be paid for all salaries: $54,818.00 x .0765 = $4,194.00.
Unemployment cost is $17,300.00 x 3 x .03 = $2,855.00.
Retirement for full-time employees: $48,596.00 x .06 = $2,916.00.
Health Insurance cost for full-time employees is the following:
Director: $357 x 12 months = $4,284.00.
Coordinator: $365 x 12 months = $4,380.00.

2. Operating Expenses

A. Travel – **Total: $1,689.00**

The staff is expected to travel around the county/State to visit sites, attend meetings and trainings/conferences, meet with county partners, visit families etc. The agency reimbursable rate is 0.445 and not the Federal rate of 0.585.

Program Director 300 miles x .0445 = $134; Daily Subsistence $91.75 x 5 days = $458.75; Total $593.00.
Program Coordinator 200 miles x 0.445 = $89; Daily Subsistence $91.75 x 5 days = $458.75; Total $548.00.
Program Assistant 200 miles x 0.445 = $89; Daily subsistence $91.75 x 5 days = $458.75; Total $548.00

B. Equipment Purchases – **Total: $1,200.00**

One computer package including printer, scanner, and Word Programs will be purchased. The computer will be based in the administrative office and will be used to develop and maintain client databases in addition to performing administrative work connected to this program.

C. Transportation – Recipient **Total $4,380.00**

Due to the lack of transportation services in the county, transportation is provided for families and children to participate in activities.
Gas: $100.00 a month x 12 months = $1200.00
Insurance: 0 Automobile Liability per year for $480.00
Repair and Maintenance: Routine Maintenance for Van (oil change, tires, etc.) as needed $300.00
Van Rental for use of County Transportation Vans ($200.00 a month x 12 months) = $2,400.00.

D. Medical Supplies and Expense –

4 First-aid kits will be purchased in case of a medical emergency. 4 x $25.00 = #$100.00

E. Facility Expenses – Total $7,133.00

Monthly rent and utilities cost is necessary for the site location to provide the services and activities. The cost is pro-rated at 50% for Rent and Utilities because the Department of Education contract covers the other 50% of the cost.

Rent: $600.00 a month (pro-rated 50% of usage) $300.00 x 12 months = $3600.00.
Utilities: $3300.00 a month (pro-rated 50% of usage) $150.00 x 12 months = $1800.00.
Repair/Maintenance: $50 a month x 12 months = $360.00.
Janitorial Supplies: $30 a month x 12 months = $360.00.
Liability/Property Insurance: $1546.00 per year (pro-rated 50%) = $773.00.

F. Other – Total $11.751.00

Meeting Supplies: to provide supplies for administrative meetings, workshops, etc. $75.00 x 12 months = $900.00.
Employee Training: to provide supplies for professional development and orientation for staff. $41.67 x 12 months = $500.00.
Dues and Subscriptions: to maintain memberships to organizations $10 x 12 months = $1200.00.
Flex Funds: to provide financial support to participants, pay bills, provide clothing, etc. $91.66 per month x 12 months = $1100.00.
Office Supplies: including binders, file folders, printer paper, toner, staples, etc. $100.00 per month x 12 months = $1200.00
Phone and Internet Service: This service is needed to stay connected to funding sources, parents, community collaborators and staff. $125.00 per month x 12 months = $1500.00
Postage: Includes mailing, postage of flyers, program announcements, fiscal reports, etc. $100.00 x 12 months = $1200.00.
Printing: to include flyers, registration forms, handouts, workshop information, binding etc. $41.67 x 12 months = $500.00.
Advertising: to include hiring notices, meetings, special events $50.00 x 12 months = $600.00.
Sub-Contracting for Lawn and Parking lot: to maintain the appearance and safety of the outside area of the organization $83.33 x 12 = $1,000.00.
Curricula Cost: (Name Curricula and population it will serve): $1200.00.
Snacks: provided for meetings, participants, etc. $70.92 x 12 months = $851.00.

G. Indirect Costs – Total $0

Please provide a percentage based on the agency's cost allocation plan.

Total: $100,000

Attachment J

SUBCONTRACTOR LINE ITEM BUDGET FORM

(check one) __ term 06/01/2013 – 12/31/2013

NOTE: A separate budget must be completed for each term for which funding is requested.

RFP # G99-03182-13 **APPLICANT NAME: _____**

Line Item	FTE	H&SS	OTHER SOURCES	TOTAL
Personnel				
Staff Member 1				
Staff Member 2				
Staff Member 3				
Staff Member 4				
Benefits				
SUBTOTAL PERSONNEL				
Operating Expenses				
Rent & Utilities				
Office Supplies & Material				
Telephone & Communication				
Postage/Mailing				
Reproduction/Copying				
Travel				
Training/Conferences				
Start-Up costs (Year 1 only)				
Other				
SUBTOTAL OPERATING EXPENSES				
Subcontractors				
Subcontractor 1				
Subcontractor 2				
SUBTOTAL SUBCONTRACTORS				
Indirect Costs				
Indirect Costs				
SUBTOTAL INDIRECT COSTS				
GRAND TOTAL EXPENSES				

Attachment K

RESERVATIONS
RFP # G99-03182-13

County of Solano Hereby Reserves the Following Rights:

The County of Solano exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County not necessarily to the lowest Contractor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the department and fulfill all contract requirements.

Contractors must quote as prescribed in RFP. Prices must be stated in units as specified below.

All pricing to be quoted in accordance with terms, conditions and specifications as contained in this RFP.

Right of Rejection

The County reserves the right, at its sole discretion, to reject any and all bids, or to cancel this RFP in part or in its entirety.

The County reserves the right, at its sole discretion, to waive any variances in proposals provided such action is in the best interest of the County.

The County reserves the unilateral right to amend this RFP at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion.

Any bid received which does not meet the requirements of this RFP, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFP.

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

To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.

To reject any and all proposals considered not to be in the best interest of the County.

To waive any and all minor irregularities in bids.

To reduce or increase any specification, in whole or in part due to budget constraints.

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least ninety (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the contractor and the County.

_____ _____
Contractor Signature Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL

Attachment L

SIGNATURE PAGE

RFP # G99-03182-13

Every submittal must contain a fully executed Signature Page, supplying all required information, signature, and typed name and title of the individual legally authorized to commit the Bidder to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

BIDDER _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP + 4 _____

(PRINT) BY: _____

TITLE: _____

TELEPHONE: _____

FAX: _____

EMAIL _____

BY: _____
SIGNATURE

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Attachment M

Non-Collusion Affidavit
(To Be Completed and Submitted with RFP)

State of California
County of Solano
RFP # G99-03182-13

_____, being first duly sworn, deposes and says that he or she is Owner/Officer of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, 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 bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Date	Signed at Place
Bidder Name (Person, Firm, Corp)	Authorized Representative
Address	Representative's Name
City, State, Zip	Representative's Title

<u>PLEASE RETURN THIS FORM WITH YOUR PROPOSAL</u>

Attachment N

IMPORTANT NOTICE

BID DOCUMENTS TO BE RETURNED RFP # G99-03182-13

The following forms must be completed and submitted on or before the Submittal Deadline.

a. Certificate of Compliance
b. Cost Proposal format
c. Non-Collusion Affidavit
d. County Reservations
e. Signature Page
f. Bid Documents Return Page
g. Other as required by RFP

Failure to complete, sign (where required), and return the above bid documents with your quote may render it non-responsive.

ACKNOWLEDGEMENT

PRINT NAME: _____

SIGN NAME: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL