County of Solano

Department of General Services
Central Services Division

REQUEST FOR PROPOSALS

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
FOR
COMMUNITY CORRECTIONS PARTNERSHIP EMPLOYMENT SERVICES
RFP NO: Q099-0320-13

SUBMISSION DATE: 4/4/13, 3:00 P.M. PST.

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SUBMIT RFP TO	RFP COORDINATOR
County of Solano Central Services 675 Texas Street Suite 2500 Fairfield, CA 94533	Dianne Koutz, C.P.M. Manager Central Services Email: dekoutz@solanocounty.com Phone: 707-784-3105

This RFP document is available electronically on the County's website at www.solanocounty.com

Any vendor participating in this solicitation must include a vendor application with the proposal. This application may be downloaded from the above website. Proposers are responsible for frequently checking the County's website for any changes or information relating to this RFP.

1 INTRODUCTION

1.1 Statement of Purpose

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

The County of Solano, DEPARTMENT OF HEALTH & SOCIAL SERVICES, hereinafter referred to as the County, intends to secure a contract for COMMUNITY CORRECTIONS PARTNERSHIP EMPLOYMENT SERVICES.

1.1.1 Background information:

California Assembly Bill 109 (AB 109) shifted responsibility for supervising offenders convicted of non-violent, non-serious, and non-sexual crimes from the state to the counties. Offenders previously supervised by state parole in the community are now under the jurisdiction of county probation departments. This solicitation targets those individuals released from custody under AB 109 to the Solano County Probation Department.

Vendors are asked to submit a proposal that leads clients to job placement using a cost per client that demonstrates the organization's efficiency in providing services in the County's major cities.

Services should be provided in the organization's office space. Lease costs and utilities costs will be considered in the application if they are included in the budget.

Services are expected to reduce the recidivism rate of AB 109 clients through employment services. A list of performance benchmarks is included in the scope of work section under the heading "Data Collection and Reporting".

Vendors with business licenses in the fields of employment services, job placement assistance, and vocational training will be considered qualified applicants.

1.2 Scope of Service

The Appendix of this RFP, details the scope of services and deliverables that the County requires. This appendix will be worked into Exhibit A of the County's *Standard Contract* during contract negotiations as the Scope of Services required.

The *Standard* contract also includes Exhibit B, Budget and Payment Provisions, Exhibit C, Terms and Conditions required by the County and Exhibit D.

1.3 Contract Duration

The County intends to enter into a contract with an effective period of May 1, 2013 through April 30, 2014.

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 three years, provided that the County notifies the Contractor in writing of its intention to do so at least forty-five days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original

Contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal. Likewise, proposers may offer a program less than twelve months, providing the County's requirements are equally met.

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1.5 Proposal Deadline

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

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. It is strongly recommended that signature required courier services are used for proposal delivery. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

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

1.6 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.

1.7 Assistance to Proposers With a Disability

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

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

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

	EVENT	DATE	TIME
1	County Issues RFP	3/20/13	5:00 p.m.
2	Deadline for Proposers with a Disability to Make Accommodation Requests	3/26/13	5:00 p.m.
3	Deadline for Written Comments	3/28/13	5:00 p.m.
4	County Issues Responses to Written Comments	4/1//13	5:00 p.m.
5	Deadline for Submitting Proposals	4/4/13	3:00 p.m.
6	Interview Panel Week of:	4/8/13	
7	County Sends a written Notice of Intent to Award	4/15/13	5:00 p.m.
8	Anticipated Contract Start Date	5/1/13	

3 GENERAL REQUIREMENTS AND INFORMATION

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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, identified on the first page of this document. Unauthorized contact regarding the RFP with other County employees of the procuring County agency may result in disqualification.

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3.3.3 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 responses to written comments, and/or. Any amendments and/or changes will be posted at www.solanocounty.com/BIDS&RFPs/Purchasing.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *Standard* contract and Exhibit C, 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 the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

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

3.5 Proposal Submittal

3.5.1 Proposing organizations are to provide:

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

"Technical & Cost Proposal in Response to RFP: Q099-0320-13 -- Do Not Open"

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

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.

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3.9 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer'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.

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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 Proposer 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 Proposer 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 may be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any competitor.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract.

Additionally, the County may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate 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.

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 Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

3.19.1 By submitting a proposal, the Proposer 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 Proposer in connection with the procurement under this RFP.

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

3.19.2 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 Proposers, 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 submitting a *Letter of Intent to Propose*. Proposers 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. See Attachment 9.5 for a complete listing of County Reservations.

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 Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Proposer of the request and delay access to the material until

seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.24 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 Proposers 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. All work performed under any contract resulting from this solicitation shall take place at the Contractor's place of business.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers 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 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the 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.

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.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:
Proposal Transmittal Letter;
Mandatory Proposer Qualifications;
General Proposer Qualifications and Experience;
Technical Approach; and,
Documentation of Financial Resources.

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 Intentionally Left Blank

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, and telephone number of the person the County should contact regarding the proposal.

5.2.1.5 Intentionally Left Blank

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

5.2.1.7 The letter shall also include a statement of acknowledgement that the County's Standard Contract (Section 8) 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 Proposer is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the Standard contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the County, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)

5.2.2.2 written certification and assurance of the Proposer's compliance with federal, state and local laws. Attachment 9.1 defines the County's requirements. This form must be signed and returned with the proposal. (Use Attachment 9.1, Certification of Compliance)

5.2.2.3 documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing

5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months, and

5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least five million dollars ($5,000,000) for profit businesses; one million dollars ($1,000,000) for not for profit businesses (see Exhibit C of the *Standard Contract* Terms and Conditions).

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

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP;

5.2.3.2 a brief description of the Proposer's background and organizational history;

5.2.3.3 years in business;

5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP;

5.2.3.5 a description of the Proposer organization's number of employees, longevity, client base;

5.2.3.6 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform services under the contract. Include the resumes which shall detail each individual's title, education, current position with the Proposer.

5.2.3.7 customer references for similar projects representing both three accounts currently serviced by the vendor. Use Attachment 9.4, Customer References. This Attachment must be signed and returned with the proposal.

5.2.3.8 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 Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding Proposer Qualifications and Experience category points.)

5.2.4 Technical Approach. The Proposer 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 Proposer'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 Proposer's technical approach to delivering the services sought under this RFP:

5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the County's requirements and project schedule.

5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project and ensure completion of the scope of services.

5.3 Cost Proposal

5.3.1 The Cost Proposal required format is provided in Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof.

5.3.2 The Cost Proposal shall specifically record the exact cost amount proposed in the appropriate space as required by Attachment 9.2. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

5.3.3 The Proposer must sign and date the Cost Proposal.

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 Total Possible Points = 100	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	30
Technical Approach	50
Cost Proposal	20

6.1.1 Technical Proposal Evaluation Format (Sample)

See Sample on page 14 for evaluation criteria upon which proposals will be evaluated and points earned.

6.2 Proposal Evaluation Process

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

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 Proposer Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria as defined in the chart above. Each evaluator shall use only whole numbers for scoring proposals.

6.2.5 The County reserves the right to invite the top ranked proposers (based on technical evaluation) to present their services in an oral interview. The proposals will be force ranked based upon the interview. Proposers are required to have key personnel assigned to any contract resulting from this solicitation present at the interview. The County will not assume any costs incurred by vendor (travel, lodging food etc.), for the interviews/presentations.

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 Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the County and, if

held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer 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 score for each proposal.

6.2.7 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (*e.g*., 9.99).

6.2.8 The County reserves the right to award to more than one contractor for these requested services.

6.3 Contract Award Process

6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.

6.3.2 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.

6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Notice of Intent to Award to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor.

6.3.5 The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.

6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the County which shall be substantially the same as the *Standard* contract included in Section 8 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.

6.3.7 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the County may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

6.3.8 If the County determines that the apparent best evaluated Proposer is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall recommend award to the next best evaluated proposer.

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

6.3.4 The RFP files shall be made available for public inspection, after award of contract.

TECHNICAL PROPOSAL EVALUATION FORMAT
SAMPLE
RFP # Q099-0320-13

Proposer Name

Evaluator **Date**

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA) – 100 Points Total	**SCORE**
General Proposer Qualifications and Experience (Maximum Points: 30) 1. Organization's history of job placement / vocational training services. 2. Organization's experience working with formerly incarcerated persons. 3. Organization's history working with employers and employment agencies. 4. Contractor credentials 5. Proposer's background including an organizational history 6. Personnel roster & resumes of key people assigned to the project 7. Customer references for similar services	
Technical Approach (Maximum Points: 50) 1. Approach to provide meaningful vocational services and / or meaningful transitional employment leading to job placement 2. Organization's demonstration of understanding of job placement steps and components. 3. Organization's understanding of the job market and employer needs. 4. Organization's demonstration of understanding Probation Services 5. Organization's understanding of placement levels based on risk and needs assessments. 6. Organization's demonstration of effectively collect and report data. 7. How the Proposer will manage the project and ensure completion of the scope of services as required	
Cost Proposal (Maximum Points: 20) 1. Approach to provide cost effective services directed at maximum impact. 2. Organization's demonstration of a meaningful budget. 3. Organization provides a competitive per client cost.	
TOTAL PROPOSAL SCORE:	

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 Proposer or any vendor. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring County agency and after the contract is signed by all other County officials as required by County ordinances and regulations to establish a 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.

8 *STANDARD* CONTRACT

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

The ***Sample*** Standard Contract is included in this Request for Proposals solely as an example as to what will be required from any contractor entering into a contract with The County of Solano as a result of this solicitation.

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

CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

$

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

SAMPLE

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

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

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/19/07

EXHIBIT A

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

[Insert budget detail and payment provision].

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided 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, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

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

under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

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

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1)	General Liability: (Including operations, products and completed operations.)	**$5,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2)	Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3)	Workers' Compensation:	As required by the State of California.	
(4)	Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

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

E. Deductibles and Self-Insured Retentions

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

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

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

F. Other Insurance Provisions

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability

coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

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

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

G. Waiver of Subrogation

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

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

H. Acceptability of Insurers

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

I. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified 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. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

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

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

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

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

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

(1) Cancel this Contract; or,
(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

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

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

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

religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

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

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

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

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

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

36. EXECUTION IN COUNTERPARTS

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

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. TERMINATION

A. Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon 30 days written notice from one to the other.

2. SPECIAL RESPONSIBILITIES OF CONTRACTOR

Submit verification of non-profit status, if a requirement for the award of this Contract.

3. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D1"

4. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Exhibit "D2"

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit "D3"

6. CHANGES AND AMENDMENTS

If applicable, amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

7. 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.

8. 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 15 days. If Contractor fails to cure a default within 15 days after notification, or if the default requires more than 15 days to cure and Contractor fails to commence to cure the default within 15 days after notification, then Contractor's failure shall terminate this Contract.

9. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

EXHIBIT D1

DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. Q099-0320-13

(rev-09/01/94)

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace;
   (b) The person's or organization's policy of maintaining a drug-free workplace;
   (c) Any available counseling, rehabilitation and employee assistance programs; and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free policy statement; and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

_____ _____
Contractor or Grant Recipient Signature Date

Official's Name (type or print)

_____
Title Federal Tax I.D. Number

THIS FORM MUST BE RETURNED WITH RFP RESPONSE

EXHIBIT D2

CHILD ABUSE REPORTING REQUIREMENTS
RFP NO. Q099-0320-13

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non-medical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code Section 11166 and will comply with its provisions.

Thereof, I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

_____

Signature: _____

Name: _____

Title: _____

Date: _____

THIS FORM MUST BE RETURNED WITH RFP RESPONSE

EXHIBIT D3

RFP NO. Q099-0320-13

SOLANO COUNTY
HIPAA BUSINESS ASSOCIATE CERTIFICATION
45 C.F.R. Parts 160-164

(Contractor Name)

The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
   (a) For functions and activities on the County's behalf;
   (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
   (c) As required by law.
   (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
   (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).

2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.

3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.

4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).

5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the

County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.

7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.

8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.

9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.

10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.

11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).

12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).

13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.

14. Upon termination of this Agreement for any reason:
    (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
    (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
    (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
    (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that

the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.

16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

_____
Contractor or Grant Recipient Signature Date

_____
Official's Name (type or print)

_____
Title Federal Tax ID Number

THIS FORM MUST BE RETURNED WITH RFP RESPONSE

APPENDIX

SOLANO COUNTY

Community Corrections Partnership Request For Proposals for Vocational/Employment Services

California Assembly Bill 109 (AB 109) shifted responsibility for supervising offenders convicted of non-violent, non-serious, and non-sexual crimes from the state to the counties. Offenders previously supervised by state parole in the community are now under the jurisdiction of county probation departments. This solicitation targets those individuals released from custody under AB 109 to the Solano County Probation Department.

Solano County is requiring qualified organizations to please provide a Scope of Work and Budget for services in an amount not to exceed $50,000 for vocational training and/or employment placement services for three (3) to twelve (12) months starting on or after May 1, 2013. The reviewers may award bids less than $50,000 depending upon the qualifications and capacity of the program submitted. Your bid will be evaluated and if successful, be forwarded to a panel of interviewers on or after April 15, 2013.

All services will be provided to formerly incarcerated persons who have received a risk and needs assessment. Clients referred to employment services will have been assessed high to moderate – risk to recidivate. Formerly incarcerated persons may have been frequently unemployed or never employed for a full year, may need motivation to participate in programing, may have cognitive and/or educational deficits, and may have a need to learn soft skills to engage with peers and persons in authority. The services should be provided in Solano County and your organization's proposal must include transportation services if the client is unable to access the program via public transportation.

Please describe how you will provide the following services (respond to each item) :

Overview:

1. Please describe your organization's ability to meet the needs of the client base listed above.
2. Please describe how your organization will help reduce the clients' risk to recidivate through skill development or continuous job placement assistance.
3. Please state the total cost per client for all services provided.
4. Describe any supplemental costs, i.e. tools, clothes, etc.
5. Please state your expected timeline for providing services: The date when services will commence and the date when services will end.
6. Please state what you expect to be the average length to complete the program and explain.

Vocational Training:

1. *Provide vocational services in the community to formerly incarcerated persons: if this item applies to your organization, describe your approach and how these services will be provided. In addition, at the conclusion of the program, what types of jobs will the client able to obtain and/or be qualified to perform? Will these jobs be available in Solano County or the surrounding areas? Does your organization offer job placement services to graduates?*

Employment

1. Provide meaningful transitional employment: describe your approach, the estimated number of hours needed, and how the services will be provided. Provide transitional employment opportunities that broker transitional job placements within public or private businesses: state the estimated number of hours needed, describe how the services will be provided.
2. Describe how you will interface with the Probation Department and what activities you would provide to keep clients engaged in employment efforts.

Data Collection and Reporting:

1. All vendors selected will be required to submit program evaluation data to the Solano County Probation Department. The data would include the number of hours the clients participated in the program, completion rates, job placement, and retention data. This information is to be submitted to the Solano County Probation Department on a monthly basis.

Background:

1. Provide resumes of the staff involved in delivering the proposed services.
2. Describe your organization's experience delivering Employment Services for hard to serve clients which includes formerly incarcerated persons.
3. Describe your organization's ability to place the clients in meaningful employment.
4. Describe the location the services will be provided including availability of surrounding public transportation.

ATTACHMENT 9.1

CERTIFICATION OF COMPLIANCE

RFP # Q099-0320-13

Proposer Name

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

a) the laws of the County of Solano;

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

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

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

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

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

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

h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature **Date**

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

ATTACHMENT 9.2

COST PROPOSAL FORMAT
(Use Sample Budget Format on Page 41)
RFP # Q099-0320-13

Proposer Name (Please Print)

NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the Appendix A Proposed Statement of Work. This Cost Proposal must specifically record below the exact cost amount proposed in the appropriate space 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 Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be non-responsive and reject it.

The Proposer must sign and date the Cost Proposal.

	PROPOSED COST
COMMUNITY CORRECTIONS PARTNERSHIP EMPLOYMENT SERVICES (Use total cost taken from sample budget format on page 41)	

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least ninety [90] days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the County.

Proposer Signature **Date**

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

Sample Budget for Solano County RFP CCP Employment Services

Budget for CCP Employment Services

Personnel Classification	# hours	Hourly Rate	**Total Cost**	**Funding Requested**
Total personnel		-	-	-
Benefits Category	% of total personne l salary	Dollar amount	**Total Cost**	**Funding Requested**
Total Benefits		-	-	-
	Miles	$ per mile	**Total Cost**	**Funding Requested**
Total Travel		-	-	-
Supplies Category	Supply Use	Dollar amount	**Total Cost**	**Funding Requested**
Total Supplies		-	-	-
Other Costs	Other Use	Dollar amount	**Total Cost**	**Funding Requested**
Total Other Cost		-	-	-
Total All Costs		-	-	-

ATTACHMENT 9.3

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

RFP NO. Q099-0320-13

The undersigned declares: I am the _____ of _____,
(Title of Position) (Name of Organization)
the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposal to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposal, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on (date) _____, (city) _____ (state) _____.

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

ATTACHMENT 9.4

CUSTOMER REFERENCES

COMMUNITY CORRECTIONS PARTNERSHIP EMPLOYMENT SERVICES.

RFP NO. Q099-0320-13

List at least three customer references for similar project representing three accounts currently serviced by the vendor or accounts serviced by the vendor within the last 24 months. 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.

Description	Year	Amount	Contact Name	Phone

I hereby certify I have performed the work listed above.

_____
Signature of Proposer's Authorized Representative

_____
Print Name Title

_____
Date

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

ATTACHMENT 9.5

RESERVATIONS

COMMUNITY CORRECTIONS PARTNERSHIP EMPLOYMENT SERVICES.
RFP NO. Q099-0320-13

THE COUNTY OF SOLANO EXCLUSIVELY RESERVES THE RIGHTS AT ITS SOLE DISCRETION FOR THE FOLLOWING:

Amend, cancel, or reissue this RFP in writing at any time, (on, or before, or after submittal deadline date), in part, or in its entirety.

Make an award not necessarily to the lowest proposal, but the Proposer determined to be professionally and technically able to provide equipment and perform services, and fulfill all specified requirements.

Request clarifications of proposals, or conduct discussions for the purpose of clarification with any or all Proposers.

Make an award without further discussion of any other proposal submitted.

Negotiate with the apparent low Proposer subsequent to the Notice of Award.

Waive any and all minor variances, irregularities, technicalities or informalities in proposals which are determined to be in the best interest of the County.

Make an award in whole or in part or of any varying combination of proposal items that will be in the best interest of the County.

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

To award to more than one contractor for these requested services.

Reduce or increase any proposal item or requirement specified herein, in whole or in part due to budget constraints.

THE COUNTY OF SOLANO ALSO RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS:

Considered not to be in the best interest of the County.

Considered to be non-responsive, non-responsible, not in compliance with, or do not meet all terms, provisions, specifications, or performance requirements of this RFP.

Of any Proposer who is in default on the payments of taxes, licenses, or any other monies due to Solano County or any other government agency.

Of any Proposer who previously failed to adequately provide services, supplies, merchandise, and/or equipment to Solano County or any other government agency.

Proposer's Signature_____ Date: _____

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

ATTACHMENT 9.6

SIGNATURE PAGE

COMMUNITY CORRECTIONS PARTNERSHIP EMPLOYMENT SERVICES.

RFP # Q099-0320-13

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 Proposer to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ZIP + _____

PRINT AND SIGN NAME_____

_____

THIS FORM MUST BE RETURNED WITH PROPOSAL RESPONSE

ATTACHMENT 9.7

MASTER Q & A FORM

COMMUNITY CORRECTIONS PARTNERSHIP EMPLOYMENT SERVICES.

RFP T099-0320-13

Master Q&A: Any questions regarding this Request for Proposals shall be submitted according to the process outlined below. The County's response to questions will be in accordance with Section 2, Schedule of Events.

Q&A Process:

1. Prepare questions or concerns on the template provided.
2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).
3. Submit the completed form via email to dekoutz@solanocounty.com or fax 707 422-9770. Attach associated documents as necessary. Please contact Dianne Koutz (RFP coordinator) with any questions regarding this process.

Questions from: _____ Organization:_____

Email Address: _____

ITEM	DATE	REFERENCE SECTION	QUESTION OR COMMENT	COUNTY RESPONSE
1.				
2.				
3.				
4.				

INSERT ADDITIONAL ROWS AS NEEDED

Email this form to the RFP Coordinator (Dekoutz@solanocounty.com) on or before March 28, 2011

ATTACHMENT 9.8

IMPORTANT NOTICE TO VENDORS

DOCUMENTS TO BE RETURNED

The following documents must be completed and submitted on or before the Final Submission Date with your response.

ATTACHMENTS
9.1 – Certification of Compliance
9.2 – Cost Proposal Format
9.3 – Non-Collusion Affidavit
9.4 – Customer Reference Page
9.5 – Reservations
9.6 – Signature Page

Vendor Application (If not already submitted to Purchasing Services), may be downloaded at www.solanocounty.com – under "Vendor Information".

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