**DEPARTMENT OF GENERAL SERVICES**

Central Services Division



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(707) 784-7900

**REQUEST FOR QUALIFICATION(RFQ)**

**INSERT RFQ NUMBER**

**FOR**

**A Consulting Firm to Manage Request for Proposals (RFP) Development, Solicitation, Evaluation, and Award Processes**

**RELEASE DATE: TBD**

 **RESPONSE DUE:**

|  |  |
| --- | --- |
| SUBMIT STATEMENT OF QUALIFICATION TO: | RFQ COORDINATOR |
| Solano CountyVia electronic submission via Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com)  | Farid Atmar, RFQ CoordinatorPhone: (707) 784-6976MFAtmar@solanocounty.com  |
| Any vendor participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the above website. Include the application with your bid. **BIDDERS ARE RESPONSIBLE FOR FREQUENTLY CHECKING THE COUNTY’S WEBSITE FOR ANY CHANGES OR INFORMATION RELATING TO THIS RFQ.** |
| “Smoking is not permitted in County Buildings or around Solano County campuses.  Thank you in advance for your compliance.” |

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# INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is to select a firm to develop a County-wide proposal for County-wide advanced life support (ALS) emergency ambulance services system structure, as well as options for consideration, providing a range of up to three (3) options, including the existing system, as well as to define the Solano Emergency Medical Services Cooperative’s (SEMSC) minimum requirements, solicit proposals, and gain adequate information by which the SEMSC may evaluate the services offered, in said proposals by responding bidders using a Request for Proposals process.

The SEMSC intends to secure a contractor to draft a Solano County EMS Request for Proposals (RFP) for ALS emergency ambulance services, to establish an Independent Review Panel (IRP) to evaluate and score proposals submitted in response to the RFP, and to assist the SEMSC in negotiating and executing a final agreement with the selected bidder.

The term “Firm” refers to the firm or individual that submits a Statement of Qualifications (SOQ) in response to this solicitation. The terms “response(s), submittal(s) or proposal(s)” refer to the documents responding bidders submit for consideration by the SEMSC to provide emergency ALS ambulance services.

# BACKGROUND

The mission of Solano County EMS is to build a system that delivers effective prehospital care at a reasonable cost to the people of Solano County by coordinating and maximizing resources. To do this, partnerships exist with acute care hospitals, fire departments, ambulance providers, law enforcement, State Agencies and others in public health to plan, manage and evaluate the essential components of emergency response. In addition, the agency manages the key committees that create policy for emergency medical services.

From a broader perspective, entities are brought together that would otherwise not normally interact with each other to plan for delivery of emergency care in a competent and cost-effective manner. Ensuring rapid response to emergencies, competency in practice for all responders, and accountability to the SEMSC Board and the public for system performance are essential functions of the agency.

Within the agency, work is done in prevention and quality assurance to review cases, develop appropriate policies, and implement continuous quality improvements to the emergency response system. Collecting and analyzing data to ensure rapid response, competency in practice, and accountability are essential functions of the agency.

Solano County currently has two exclusive operating areas (EOAs). One EOA, currently assigned to Medic Ambulance Service, Inc. (Medic), covers Solano County and part of Sacramento County. It includes 9-1-1 emergency ALS ambulance service for all of Solano County, with the exception of the City of Vacaville, its surrounding unincorporated areas, and Travis Air Force Base. This EOA also includes 9-1-1 emergency ALS ambulance service for the City of Isleton, and the Delta and River Delta Fire Protection Districts in Sacramento County. In addition, the EOA includes ALS interfacility transports throughout the entire County.

The second EOA, assigned to the City of Vacaville, covers the city proper and unincorporated areas that have historically received ambulance services from the City of Vacaville since prior to 1980. For these areas, the Vacaville Fire Department is the exclusive provider of 9-1-1 emergency ALS ambulance service.

The Solano County EMS system is what is typically referred to as a “high performance system,” that is, it incorporates response time standards and associated penalties. The Master Agreement does not cover critical care transport (CCT) or basic life support (BLS) ambulance services.

A firm was engaged to complete this project, and has completed an EMS System Review, synthesis of the results of the System Review, and a draft Solano County EMS RFP. However, on December 14, 2018, the firm submitted a contract termination letter, exercising its right to end the agreement, per the termination clause in its contract. These materials will be made available to the selected firm for reference.

The new contractor will draft a Solano County EMS Request for Proposals (RFP) for ALS emergency ambulance services, establish an Independent Review Panel (IRP) to evaluate and score proposals submitted in response to the RFP, and assist SEMSC in negotiating and executing a final agreement with the selected bidder.

# SCOPE OF SERVICE/ PROJECT

Contractor shall be responsible for the following:

* Describe for the SEMSC Board the local EMS system in Solano as well as viable alternative models for such a system, including impacts and implications to our current system
* Engage stakeholders and community members to gather feedback and present a summary to the SEMSC Board
* Draft a Solano County EMS RFP for ALS emergency ambulance services
* Establish an Independent Review Panel (IRP) to evaluate and score proposals submitted in response to the RFP.
* Assist SEMSC in negotiating and executing a final agreement with the selected bidder.

|  |  |
| --- | --- |
| Draft Solano County Emergency Ambulance RFPScope | Timeline |
| Convene multiple in-person stakeholder meetings at locations within Solano County to obtain input from identified constituencies and members of the public on emergency ambulance operations. |  |
| Produce a draft RFP and proposed scoring methodology for procurement of an ambulance contractor for Solano County for the coming contract cycle |  |
| Work with SEMSC staff to refine the draft RFP |  |
| Present the draft RFP to the identified Solano County EMS stakeholders and the public for review and comment |  |
| Make any necessary and appropriate revisions to the draft RFP based on public and stakeholder input |  |
| Present the final draft RFP in person to the SEMSC board  |  |
| Make any necessary revisions to the draft RFP based on direction from the SEMSC board |  |
| Produce a final RFP document and submit to California EMS Authority for review and approval |  |

|  |  |
| --- | --- |
| Establish an Independent Review Panel (IRP) and Negotiate and Finalize AgreementScope | Timeline |
| Develop compositional framework for Independent Review Panel (IRP) to be approved by SEMSC Board  |  |
| Submit recommendations to SEMSC staff for designees to fill approved composition of the IRP  |  |
| Facilitate initial meeting of the IRP  |  |
| Review all proposals received in order to provide technical advice and assistance to the IRP members as required |  |
| Serve as facilitator for IRP meetings |  |
| Serve as liaison between IRP members and SEMSC staff |  |
| Draft proposed contract for the SEMSC Board’s use in negotiation with selected bidder |  |
| Make necessary revisions to proposed contract based on direction from SEMSC Board |  |
| Present final, proposed contract to SEMSC Board, in-person, at SEMSC Board Meeting  |  |
| Assist staff in negotiating and finalizing agreement with selected bidder  |  |

# CONTRACT DURATION AND FUNDING AVAILABILITY

SEMSC intends to award one, two-year-based contract with an estimated cost not to exceed $125,000.00, to the responsible proposer whose proposal is determined to be the most responsive to the requirements of this RFQ. The term of the resulting contract will begin on or about, and terminate on or about, subject to availability of funding. SEMSC reserves the right to award a contract through this RFQ, which may be renegotiated and/or renewed/extended, subject to contractor performance and continued funding, for two additional terms without a competitive bid process, representing a total contract term of no more than sixty (60) months at the sole discretion of the SEMSC, provided the SEMSC notifies the Contractor in writing of its intention to do so at least thirty (30) 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 SEMSC’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 response.

# SCHEDULE OF EVENTS

|  |  |
| --- | --- |
|  TBD | RFQ issued |
|  | Submit Intent to Propose form and questions concerning RFQ and project emailed to email@solanocounty.com or submit via electronic submission via Public Purchase website [www.publicpurchase.com](http://www.publicpurchase.com) no later than 5:00 p.m. 7 days after the RFQ issue date. |
|  | SEMSC’s response to questions posted on Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com) 11 days after the RFQ issue date. |
|  | An electronic submission of SOQ via Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) are due no later than 5:00 p.m. 45 days after the RFQ issue date. Late submittals will not be accepted. |
|  | If more than 3 responses are received, the SEMSC Ad Hoc Committee will review the responses, and interview the chosen firms, if necessary 60 days after the RFQ issue date. |
|  | Selection of vendor by SEMSC Board 75 days after the RFQ issue date. |
|  | Contract negotiation occurs 10 days after selection of vendor by SEMSC Board of Directors |
|  | Contract process begins 15 days after selection of vendor by SEMSC Board of Directors |
|  | Project commences 45 days after selection of vendor by SEMSC Board of Directors |

SEMSC reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the County’s website. Proposers are responsible to periodically view the County’s website ([**www.solanocounty.com**](http://www.solanocounty.com)) for any revisions.

To subscribe with Public Purchase and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://www.publicpurchcase.cm/gems/register/vendor/register>) and follow the instructions provided

# INSTRUCTIONS TO RESPONDING FIRMS

Please prepare your proposal in accordance with the following requirements.

1. Proposal. The proposal (excluding the cover letter, resumes and a copy of the RFQ may not exceed a total of 25 single-sided, 8.5” x 11”, numbered pages. Number each page consecutively. A copy of the RFQ and resumes must be included in an appendix to the proposal.
2. Cover Letter. The proposal must be submitted with a cover letter describing the proposer’s interest and commitment to the proposed project. The letter must state that the proposal is valid for a (90)-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with SEMSC must sign the cover letter.

Address the cover letter as follows:

Solano County General Services Department

Purchasing Services

675 Texas Street Suite 2500

Fairfield, CA 94533

Attention: Farid Atmar, RFQ Coordinator

1. *Approach and Management Plan.* This section shall provide the proposer’s proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, SEMSC staff and any other parties that may have a significant role in the delivery of this program.
2. *Qualifications, Experience and References.*

i. This section shall provide the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of SEMSC.

ii. For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member

iii. The Offeror shall provide the (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. Use Attachment (4) Agency Reference Sheet.

1. *Staffing Plan.* This section shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for preparation of the program tasks as outlined. Discuss the workload, both current and anticipated, for all key team members (if applicable), and their capacity to perform the requested services for the project, according to your proposed schedule. Discuss the approach for completing the requested services for this project within budget.
2. *Work Plan and Schedule.* This section shall include a description of how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the approach for completing the requested services for the project on schedule. The project is expected to commence no later than and all public meetings, draft and final documents fully completed by . .
3. *Cost Control.* This section shall provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
4. *Additional Relevant Information. This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).*
5. *Budget. The budget should include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members per year. The estimated level of hours for other staff can be summarized in general categories.*
6. *Detailed Documentation of Financial Resources: The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.*
7. *The Proposer’s most recent independent audited financial statements for a fiscal year ended within the last 36 months.*
8. *In lieu of audited financial statements, SEMSC may accept, on a case by case basis, the following: 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.*
9. *Documentation disclosing the amount of cash flows from operating activities for the Proposer’s most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.*
10. *SEMSC Contract: Proposers must include a statement of acknowledgment that the proposer has reviewed the SEMSC Standard Contract (EXHIBIT I—Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.*

1. **How to Register with Public Purchase**: Use the link below to begin the registration process. It can take up to 24 hours for your account to become active. You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder. <https://www.publicpurchase.com/gems/register/vendor/register>,

# EVALUATION OF PROPOSALS

1. *Evaluation Committee*. A SEMSC Evaluation Committee (SEC) will evaluate all responses. The SEC will be composed of SEMSC staff and other parties that may have relevant expertise or experience. The SEC will score and recommend submittal in accordance with the evaluation criteria set forth in this RFQ. Evaluation of the responses shall be within the sole judgment and discretion of the SEC.
2. *Categories*. The evaluation criteria and their respective weights are as follows:

|  |  |
| --- | --- |
| **CATEGORIES** | **MAXIMUM POINTS POSSIBLE** |
| General Qualifications and Experience | 30 |
| Scope of Work/Program Description | 25 |
| Interview/Presentation/Demonstration | 25 |
| Budget or Fee schedule | 20 |
| Total Possible Points | 100 |

1. Local Business Preference: The SEC will evaluate proposals according to Solano County’s local business preference, which is codified in Section 22-24 of the Solano County Code and can be found at <http://www.codepublishing.com/ca/solanocounty/>.
2. *Interviews.* Proposers may need to attend an interview. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of SEMSC*.* The evaluation interview panel may include representatives from SEMSC and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.
3. Best Value: SEMSC will select the proposal that presents the best value and is most advantageous to SEMSC and the public. Accordingly, SEMSC may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of SEMSC. SEMSC reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposer.

# AWARD NOTICE AND ACCEPTANCE PERIOD

1. After the evaluation of responses and final consideration of all pertinent information available, SEMSC will either reject all responses or issue a written notice of intent to award the contract to all responders submitting a timely submittal. The notice shall identify the apparent best evaluated responder. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated responder.
2. The apparent best evaluated responder should be prepared to enter into a contract with SEMSC which shall be substantially the same as the *Standard Contract* included in Exhibit I to this RFQ. Notwithstanding, SEMSC reserves the right to add terms and conditions, deemed to be in the best interest of SEMSC, during final contract negotiations.
3. If a responder fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the responder, SEMSC may cancel the award and award the contract to the next best evaluated responder.

# PROTEST AND APPEALS

Any actual responder who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such responder knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identity the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

# TERMS AND CONDITIONS

1. *The County’s Purchasing & Contracting Policy, found at* [*http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595*](http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595)*.* is fully incorporated into and made a part of this RFQ by this reference and governs this RFQ.

1. *RFQ Amendment, Cancellation and Right of Rejection.*

i. SEMSC reserves the unilateral right to amend this RFQ in writing at any time by posting the amendment on SEMSC’s website. Responders are responsible to view the website periodically for any amendments to the RFQ. Responders shall respond to the final written RFQ and any exhibits, attachments, and amendments. SEMSC also reserves the right, in its sole discretion, to reject any and all submittals or to cancel or reissue the RFQ.

ii. SEMSC reserves the right, in its sole discretion, to waive variances in responses provided such action is in the best interest of SEMSC. Where SEMSC waives minor variances in responses, such waiver does not modify the RFQ requirements or excuse the applicant from full compliance with the RFQ. Notwithstanding any minor variance, SEMSC may hold any submittal to strict compliance with the RFQ.

1. *Confidentiality*. SEMSC will retain a master copy of each response to this RFQ, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Responders may clearly label part of a submittal as "CONFIDENTIAL" if the responder agrees to indemnify and defend SEMSC for honoring such a designation. The failure to have so labeled any information 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 SEMSC, SEMSC will notify the responder of the request and delay access to the material until 7 working days after notification to the responder. Within that time delay, it will be the responder’s duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

# ATTACHMENTS AND EXHIBITS

Complete and enclose with responding firm’s response as indicated:

Attachment 1: Intent to Respond Form

Attachment 2: Signature Page

Attachment 3: Question and Answer Form

Attachment 4: Agency Reference Form

Attachment 5: Certification of Compliance

Attachment 6: SEMSC Reservations

Attachment 7: Non-Collusion Declaration

Attachment 8: Declaration of Local Business

Attachment 9: Drug Free Workplace Certification

Attachment 10: RFQ Check List

Exhibit I: SEMSC Standard Contract

Exhibit A: Scope of Work

Exhibit B: Budget Detail and Payment Provisions

Exhibit C: General Terms and Conditions

Exhibit D: Special Terms and Conditions

|  |  |  |
| --- | --- | --- |
| ATTACHMENT NO. |  | 1 |

SEMSC INTENT TO PROPOSE FORM

SOLICITATION INFORMATION:

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email the following Intent to Respond form to Solicitation Coordinator on or before \_\_\_\_\_\_\_\_\_\_5:00 P.M.

TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTENTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FROM:

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  |

We intend to respond to this RFP by the specified due date:

Yes \_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_

Signature of Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

Email this form to the RFP Coordinator on or before date and time as specified in RFP.

|  |  |  |
| --- | --- | --- |
| **ATTACHMENT NO.** |  | **2** |

**SEMSC**

**SIGNATURE PAGE**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

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

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (**YES**) OR (**NO**)

|  |  |
| --- | --- |
| Declaration of a Local Business (Complete form and return with proposal) |  |
| Customer Reference Statement (Complete form and return with proposal) |  |
| Non-Collusion Declaration (Complete form and return with proposal) |  |
| Certification of Compliance |  |
| Reservation  |  |

SIGNATURE AND ACKNOWLEDGMENT:

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

|  |  |
| --- | --- |
| **ATTACHMENT NO.** | **3** |

**SEMSC**

**QUESTIONS AND ANSWERS FORM**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

 ANY QUESTIONS REGARDING THIS SOLICITATION SHALL BE SUBMITTED ACCORDING TO THE PROCESS OUTLINED BELOW AND AS SPECIFIED IN THE SOLICITATION DOCUMENT. THE SEMSC’S RESPONSE TO QUESTIONS WILL BE AS SPECIFIED IN THE SOLICITATION DOCUMENTS.

1. SUBMIT QUESTIONS OR CONCERNS ON THE FORM PROVIDED.
2. STATE YOUR QUESTION(S) IN THE TABLE AND REFERENCE THE SECTION OF THE RFP (IF APPLICABLE).
3. SUBMIT THE FORM (MICROSOFT WORD ONLY) VIA EMAIL TO SOLICITATION COORDINATOR AT EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, OR SUBMIT VIA PUBLIC PURCHASE WEBSITE AT [WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM). PLEASE CONTACT THE COORDINATOR WITH ANY QUESTIONS REGARDING THIS PROCESS, PREFERABLY VIA EMAIL.
4. PLEASE USE PAGE 2 OF 2 FOR MORE QUESTIONS:

QUESTIONS AND ANSWER

|  |  |  |  |
| --- | --- | --- | --- |
| NO. | REFERENCE SECTION OF SOLICITATION | QUESTIONS / COMMENTS | SEMSC RESPONSE (FOR SEMSC USE ONLY) |
|  |  |  |  |

SIGNATURE AND ACKNOWLEDGMENT:

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

**SEMSC**

**QUESTIONS AND ANSWERS FORM- CONTINUED…**

|  |  |  |  |
| --- | --- | --- | --- |
| NO. | REFERENCE SECTION OF SOLICITATION | QUESTIONS / COMMENTS | SEMSC RESPONSE (FOR SEMSC USE ONLY) |
|  |  |  |  |

SIGNATURE AND ACKNOWLEDGMENT:

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

|  |  |
| --- | --- |
| **ATTACHMENT NO.** | **4** |

**SEMSC**

**AGENCY REFERENCE FORM**

SECTION 1: SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

|  |  |
| --- | --- |
| **1. Agency Or Firm Name:** |  |
|  Business Address: |   |
|  Contact Person: |   |
|  Telephone: |   |
|  Email Address: |   |
|  Description of Service: |   |
|  Dates(S) When Service Provided |   |
| **2. Agency or Firm Name:** |   |
|  Business Address: |   |
|  Contact Person: |   |
|  Telephone: |   |
|  Email Address: |   |
|  Description of Service  |   |
|  Dates(S) When Service Provided |   |
| **3. Agency or Firm Name:** |   |
|  Business Address: |   |
|  Contact Person: |   |
|  Telephone: |   |
|  Description Of Service  |   |
|  Dates(S) When Service Provided |   |

SIGNATURE AND ACKNOWLEDGMENT:

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

|  |  |
| --- | --- |
| **ATTACHMENT NO.** | **4** |

**SEMSC**

**AGENCY REFERENCE FORM**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

Please provide below information for each key team member proposed in your proposal:

|  |  |
| --- | --- |
| **Key Team Member Name:** |  |
| **1. Agency or Firm Name:** |  |
|  Business Address: |   |
|  Contact Person: |   |
|  Telephone: |   |
|  Email Address: |   |
|  Description of Service: |   |
|  Dates(S) When Service Provided |   |
| **2. Agency or Firm Name:** |   |
|  Business Address: |   |
|  Contact Person: |   |
|  Telephone: |   |
|  Email Address: |   |
|  Description of Service  |   |
|  Dates(S) When Service Provided |   |
| **3. Agency or Firm Name:** |   |
|  Business Address: |   |
|  Contact Person: |   |
|  Telephone: |   |
|  Description of Service  |   |
|  Dates(S) When Service Provided |   |

SIGNATURE AND ACKNOWLEDGMENT:

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

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| --- | --- |
| **ATTACHMENT NO.** | **5** |

**SEMSC**

**CERTIFICATION OF COMPLIANCE**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

SECTION 2: CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer’s compliance with:

1. The laws of the County of Solano:

<http://www.codepublishing.com/CA/SolanoCounty/>

1. Title VI of the federal Civil Rights Act of 1964:

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

1. Title IX of the federal Education Amendments Act of 1972:

<https://www.justice.gov/crt/title-ix-education-amendments-1972>

1. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:

<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>

1. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:

<https://www.ada.gov/pubs/adastatute08.htm>

1. 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,
2. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
3. the condition that no amount shall be paid directly or indirectly to an employee or official of SEMSC 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 RFQ.

SIGNATURE AND ACKNOWLEDGMENT:

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| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

|  |  |
| --- | --- |
| **ATTACHMENT NO.** | **6** |

**SEMSC**

**SEMSC RESERVATIONS**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

RESERVATION

**SEMSC HEREBY RESERVES THE FOLLOWING RIGHTS:**

SEMSC reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of SEMSC, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

**Right of Rejection**

1. SEMSC reserves the right to reject any and all bids, or to cancel this RFQ in part or in its entirety.

2. SEMSC reserves the right to waive any variances in proposals provided such action is in the best interest of SEMSC.

3. SEMSC reserves the right to amend this IFB at any time. SEMSC also reserves the right to cancel or reissue the RFQ at its sole discretion.

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

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

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

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

8. To waive any and all minor irregularities in bids.

9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

**READ AND ACKNOWLEDGE ON RFQ ATTACHMENT 1, SIGNATURE PAGE**

|  |  |
| --- | --- |
| **ATTACHMENT NO.** | **7** |

**SEMSC**

**NON-COLLUSION DECLARATION**

**PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

The undersigned declares: I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 by:

SIGNATURE AND ACKNOWLEDGMENT

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

|  |  |
| --- | --- |
| **ATTACHMENTNO.** | **8** |

**SEMSC**

**DECLARATION OF LOCAL BUSINESS**

SECTION 1: SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

SEMSC gives local businesses a preference in formal solicitations of goods and services as set forth in section 22-24 of the Solano County code. In order to qualify for this preference, a business must meet all of the following criteria:

* a valid business license issued from the County or a political subdivision within the County; and
* its principal business office, or a satellite office with at least one full-time employee, located in the county.

section 2: Acknowledgement

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as defined in section 22-24 of the Solano County code.

All information submitted is subject to investigation, as well as disclosure to third parties under the California public records act. incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the county’s local preference policy. false or dishonest responses will result in rejection of the bid and curtail the declarant’s ability to conduct business with the county in the future. it may also result in legal action.

1. Legal name of the business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Physical address of principal place of business or satellite office with at least one employee: street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_city: \_\_\_\_\_\_\_\_\_\_ state: \_\_\_\_\_\_\_\_\_\_\_zip: \_\_\_\_\_\_\_\_\_\_\_
3. Business license number issued by county of Solano: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 by

SIGNATURE AND ACKNOWLEDGMENT

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

|  |  |
| --- | --- |
| **ATTACHMENT NO.** | **9** |

**SEMSC**

**DRUG-FREE WORKPLACE CERTIFICATION**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

CERTIFICATION

 (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.

|  |  |
| --- | --- |
| Federal Tax I.D. Number |  |

SIGNATURE AND ACKNOWLEDGMENT

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |
| **ATTACHMENT NO.** | **10** |

**SEMSC**

**SOLICITATION CHECK LIST**

SOLICITATION INFORMATION

|  |  |
| --- | --- |
| TYPE: |  |
| TITLE: |  |
| NUMBER |  |

CHECK LIST

|  |  |
| --- | --- |
| **This Checklist is not comprehensive. it is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.** | **indicate by initialing**  |
| All required attachments, and exhibits as required by rfp? |   |
| Table of contents not exceed 1 page |   |
| Organization overview not to exceed 2 pages |   |
| A complete package of (technical and cost) proposal submitted via public purchase  |   |
| Attachment 1: |  |   |
| Attachment 2: |  |   |
| Attachment 3: |  |   |
| Attachment 4: |  |   |
| Attachment 5: |  |   |
| Attachment 6: |  |   |
| Attachment 7 |  |   |
| Attachment 8 |  |   |
| Attachment 9 |  |   |
| Attachment 10 |  |   |
| any other attachment |   |
| Cover letter in letterhead, contains signature and validity period |   |
| Proposal formatted as per solicitation requirement |   |
| Proposal number of page does not exceed the limit |   |
| Amendment documents are attached |   |
| Contains budget, budget line time and budget narrative |   |
| If any, were objections to the SEMSC contract submitted on Exhibit 1 during the period for questions and comments, as detailed in the RFQ schedule of events? SEMSC reserves the right to reject any qualifications or objections to the contract if included in proposer’s submittal, if not identified and submitted to SEMSC on exhibit 1. SEMSC responded to exhibit 1 inquiries via an amendment to this RFQ. |   |

SIGNATURE AND ACKNOWLEDGMENT

|  |  |
| --- | --- |
| COMPANY / FIRM NAME |  |
| ADDRESS (INCLUDING ZIP) |  |
| CONTACT PERSON: |  |
| EMAIL AND WEBSITE |  |
| PHONE |  | SIGNATURE: |

**EXHIBIT I**

**SEMSC 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.

[SEMSC Standard Contract on Next Page]

This Contract is entered into between the Solano Emergency Medical Services Cooperative (SEMSC) and the Contractor named below:

CONTRACTOR’S NAME BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

 $

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

 Exhibit A – Scope of Work

 Exhibit B – Budget Detail and Payment Provision

 Exhibit C – General Terms and Conditions

 Exhibit D – Special Terms and Conditions

 This Contract is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2019.

|  |  |
| --- | --- |
| CONTRACTOR | SEMSC  |
| CONTRACTOR’S NAME: |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birgitta E. Corsello DATEDChair, Solano EMS Cooperative (SEMSC)\_\_\_\_\_\_\_\_\_\_\_\_ TITLESolano County EMS355 Tuolumne St., MS 20-240ADDRESSVallejo\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CA\_\_\_\_\_\_\_94590\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY STATE ZIP CODE Approved as to Form:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY COUNSEL  |
|  SIGNATURE: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PRINTED NAME AND TITLE |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY STATE ZIP CODE |

|  |
| --- |
| **CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE** |

*Rev. 01/22/18*

## EXHIBIT A

## SCOPE OF WORK

[Actual scope of work to be negotiated upon contract award.]

## EXHIBIT B

## BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. **METHOD OF PAYMENT**

Upon submission of invoices by Contractor, and upon approval of EMS Administrator, SEMSC 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**

## EXHIBIT C

## GENERAL TERMS AND CONDITIONS

1. **Closing out**
	1. SEMSC will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the SEMSC. If Contractor has failed to pay any obligations outstanding, SEMSC will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for SEMSC's receipt of a final request for payment 30 days after termination of this Contract.
	2. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the SEMSC. The final invoice must be clearly marked “FINAL INVOICE”, thus indicating that all payment obligations of the SEMSC under this Contract have ceased and that no further payments are due or outstanding.
	3. SEMSC may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written SEMSC approval for an alternate final invoice submission deadline shall be sought from the SEMSC prior to the expiration or termination of this Contract.
2. **Time**

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

1. **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 SEMSC’s Contract Manager.

1. **Termination**

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

 B. SEMSC may terminate this Contract immediately upon notice of Contractor’s malfeasance.

 C. Following termination, SEMSC 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 this Contract.

1. **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.

1. **Representations**

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

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

1. **Insurance**

A. Without limiting Contractor's obligation to indemnify SEMSC, 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, Code 1 (any auto).

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

 C. Minimum Limits of Insurance

 Contractor must maintain limits no less than:

|  |  |  |
| --- | --- | --- |
| (1) General Liability:(Including operations, products and completed operations.) | **$1,000,000** | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. 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. Additional Insurance Coverage

 To the extent coverage is applicable to Contractor’s services under this Contract, Contractor must maintain the following insurance coverage:

|  |  |  |
| --- | --- | --- |
| (1) Cyber Liability: | **$1,000,000** | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the SEMSC that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability:  | **$2,000,000** | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, SEMSC is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the SEMSC. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

 F. Deductibles and Self-Insured Retentions

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

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

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

 G. Other Insurance Provisions

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

(a) SEMSC, its officers, officials, agents, employees, and volunteers must be included as additional 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 both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor’s insurance policy, or as a separate owner’s policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

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

(2) If Contractor’s services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coveragefor damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the SEMSC in the care, custody, or control of the Contractor. If not covered under the Contractor’s Professional Liability policy, such “property” coverage of the SEMSC may be endorsed onto the Contractor’s Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies’ expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. 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 SEMSC for all work performed by Contractor, its employees, agents and subcontractors.

 I. 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 SEMSC.

 J. Verification of Coverage

 (1) Contractor must furnish SEMSC with original certificates and endorsementseffecting coverage required by this Contract.

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

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

 (4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

 (5) SEMSC reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

1. **Best Efforts**

 Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to SEMSC's reasonable satisfaction.

1. **Default**

 A. If Contractor defaults in Contractor’s performance, SEMSC shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, 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 constitute cause for termination of this Contract.

 B. If Contractor fails to cure default within the specified period of time, SEMSC may elect to cure the default and any expense incurred shall be payable by Contractor to SEMSC. The contract may be terminated at SEMSC’s sole discretion.

 C. If SEMSC 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, SEMSC shall be entitled to recover from Contractor all damages allowed by law.

1. **Indemnification**

 A. Contractor will indemnify, hold harmless and assume the defense of SEMSC, 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 SEMSC. 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.

1. **Independent Contractor**

 A. Contractor is an independent contractor and not an agent, officer or employee of SEMSC. The parties mutually understand that this Contract is 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 SEMSC 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 SEMSC harmless from any liability which SEMSC may incur because of Contractor's failure to pay such obligations nor shall SEMSC be responsible for any employer-related costs not otherwise agreed to in advance between SEMSC and Contractor.

 E. As an independent contractor, Contractor is not subject to the direction and control of SEMSC except as to the final result contracted for under this Contract. SEMSC 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 SEMSC 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 SEMSC harmless from any claims that may be made against SEMSC 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.

1. **Responsibilities of Contractor**

 A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and SEMSC relies upon such skills. Contractor pledges to perform the work skillfully and professionally. SEMSC'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 SEMSC;

 (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.

1. **Compliance with Law**
	1. 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.
	2. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled “Equal Employment Opportunity”, as amended and supplemented in Department of Labor regulations; the Copeland “Ant-Kickback” Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act ( 33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by SEMSC as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

1. **Confidentiality**

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

 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 SEMSC all requests for disclosure of confidential information.

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

 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.

1. **Conflict of Interest**

 A. Contractor represents 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 SEMSC in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

1. **Drug Free Workplace**

 Contractor represents 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.

1. **Health and Safety Standards**

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

1. **Child/adult Abuse**

 If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents 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.

1. **Inspection**

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

1. **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.

1. **Subcontractor and Assignment**

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

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

 C. If SEMSC 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.

1. **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 SEMSC of the cause of the delay within 10 days of the start of the delay.

1. **Ownership of Documents**

 A. SEMSC 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 SEMSC 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.

1. **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.

1. **Nonrenewal**

 Contractor acknowledges that there is no guarantee that SEMSC 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.

1. **SEMSC’s Obligation Subject to Availability of Funds**

 A. SEMSC’s obligation under this Contract is subject to the availability of authorized funds. SEMSC may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of SEMSC, 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 SEMSC 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 Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

 i. SEMSC 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.

1. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to SEMSC. If applicable funding is reduced, SEMSC may either:

 (1) Cancel this Contract; or,

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

1. **Changes and Amendments**

 A. SEMSC 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.

1. **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.

1. **Health Insurance Portability and Accountability Act**

 Contractor represents 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.

1. **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 of its provisions.

1. **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 SEMSC shall supersede any inconsistent term in these documents.

1. **Faith Based Organizations**

 A. Contractor agrees and acknowledges that SEMSC 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 Contract.

 B. Contractor agrees and acknowledges that SEMSC 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 SEMSC 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.

1. **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 SEMSC for all future services.

1. **Use of Provisions, Terms, Conditions and Pricing by Other Public Agencies**

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

1. **Disbarment or Suspension of Contractor**
	1. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded 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 federally funded programs.
	2. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the “Federal Healthcare Programs”) or any state healthcare programs.

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

D. If services pursuant to this Contract involve federally-funded 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 SEMSC processing of Contractor’s payment.

1. **Execution in Counterparts**

 This Contract 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 or electronic transmission (e.g., 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 electronic signature page were an original signature.

1. **Local Employment Policy**

 SEMSC desires, whenever possible, to hire qualified local residents to work on Solano 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.

1. **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 SEMSC or Contractor other than those contained in it.