

DEPARTMENT OF GENERAL SERVICES

Central Services Division

MICHAEL J. LANGO
Director
mjlango@solanocounty.com
(707) 784-7900

KANON ARTICHE
Assistant Director
krartiche@solanocounty.com
(707) 784-2781



DIANNE E. LUNA, C.P.M.
Central Services Manager
deluna@solanocounty.com
(707) 784-6320

675 Texas Street, Suite 2500
Fairfield, CA 94533-6342
Fax (707) 784-6320
www.solanocounty.com

REQUEST FOR PROPOSALS No. 525-410-17

LIBRARY RADIO FREQUENCY IDENTIFICATION CIRCULATION AND SECURITY EQUIPMENT AND AUTOMATED MATERIAL HANDLING SYSTEMS

Release Date: APRIL 14, 2017

RESPONSE DUE:

June 5, 2017, 5:00 PM PST

SUBMIT RFP TO:	RFP COORDINATOR:
General Services Department Central Services Division 675 Texas Street, Suite 2500 Fairfield, CA 94533	Karen Poole Buyer Email: kdpoole@solanocounty.com Phone: 707-784-6321

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

TABLE OF CONTENTS

1. INTRODUCTION 3

2. BACKGROUND 3

3. SCOPE OF WORK..... 5

4. SCHEDULE OF EVENTS 10

5. INSTRUCTIONS TO PROPOSERS..... 10

5.1 Proposal Submission 10

5.2 Mandatory Pre-Proposal Conference 11

5.3 Response to RFP 11

5.4 Exceptions 12

5.5 Guarantees and Warranties 12

5.6 Prices 12

5.7 Detailed Documentation of Financial Resources 13

5.8 Project Schedule 13

5.9 Live and Video Demonstrations 13

6. PROPOSAL FORMAT 14

6.1 Proposal 14

6.2 Cover Letter 14

6.3 Executive Summary 14

6.4 Description of the Proposed Solution 14

6.5 Proposal Forms A-J 15

7. EVALUATION 15

7.1 Mandatory Pre-Proposal Conference and Critical Requirements 15

8. NOTICE OF INTENT TO AWARD 16

9. PROTESTS AND APPEALS 17

10. TERMS AND CONDITIONS 17

11. ATTACHMENTS, EXHIBITS AND FORMS

EXHIBIT A 28

EXHIBIT B 29

EXHIBIT C 30

EXHIBIT D 41

1. INTRODUCTION

1.1 The Solano County Library (SCL or the Library) is seeking proposals for the provision of radio frequency identification (RFID) circulation and security equipment in nine libraries and/or automated materials handling systems (AMH) in six libraries. Eight of the libraries are Solano County Library branches. The ninth library is Benicia Public Library which will manage its own RFID system. A total of six automated materials handling systems (AMH) will be installed in SCL libraries. The SCL and Benicia share the integrated library system which is The Library Corporation (TLC) TLC/CARL CARL.X.

1.2 The scope of work includes the provision of RFID tags, staff workstation upgrades, security gates, self-check machines, automated materials handling systems and associated peripherals, software, internal and external customer check in stations, supplies and services related to installation as well as, coordination of interface with CARL.X; staff training; system testing; maintenance; and any additional services required to implement a turnkey system.

1.3 SCL has engaged a consultant for the purposes of sizing the appropriate AMH system needed in each location as well as the number of customer check-in stations. At this time the Library intends to install six AMH systems that range from a 5-bin, 3-induction system (two external customer returns and one staff induction station) to an 11-bin, 4-induction system (one external and two internal customer returns and one staff induction station).

1.4 Qualified Proposers are invited to submit proposals for the RFID Security and Circulation Equipment and Services, the AMH Equipment and Services, or both. The resultant contract(s) with the successful Proposer(s) will be to furnish and install RFID circulation and security equipment in nine libraries and/or furnish and install the AMH in six libraries and to maintain each AMH through a multi-year, renewable maintenance contract.

2. BACKGROUND

2.1 SCL operates eight branch libraries, in addition to the Law Library which is operated under contract with the Solano County Law Library Board of Trustees. Library buildings are owned by either Solano County or the local jurisdictions.

2.2 SCL has designated six of the branch libraries as potential AMH sites. The six branches are: Fairfield Civic Center Library, Fairfield Cordelia Library, John F. Kennedy (JFK) (Vallejo) Library, Suisun City Library, Vacaville Cultural Center Library and Vacaville Town Square Library. See Attachment 1 for floor plans and photographs for sorting areas for the designated AMH sites. The AMH installations will require coordination with the various jurisdictions to modify existing facilities to accommodate the AMH equipment. This coordination may impact the installation schedule.

2.3 SCL provides service to approximately 330,000 residents. With over 121,000 registered borrowers, the library jurisdiction covers nearly 631 square miles, excluding the cities of Benicia and Dixon which have their own city libraries.

2.4 SCL has a diverse collection of over 440,000 print volumes as well as 139,000 audio visual items. Materials are shared by the branch libraries and move between libraries in the system via an internal courier service. The entire SCL collection, with the exception of magazines and reference materials, floats between the SCL branch libraries. Items returned at a branch remain at that branch rather than being returned to the owning branch.

Library Circulation Statistics 1/1/16 - 12/31/16						
Library	checkouts	returns	renewals	on-shelf returns	average returns per open day	average returns per open hour
Solano County Library branches						
Fairfield Civic Center Library*	313,655	429,199	15,154	96,190	1,226	138
Fairfield Cordelia Library*	157,915	221,915	7,868	81,776	634	79
John F. Kennedy Library (JFK)*	265,226	347,636	14,633	129,465	993	124
Rio Vista Library	50,359	73,657	2,193	19,093	245	28
Springstowne Library	112,663	175,715	6,898	28,758	584	67
Suisun City Library*	125,791	175,273	8,608	71,675	582	67
Vacaville Cultural Center Library*	387,133	471,032	14,920	180,664	1,346	152
Vacaville Town Square*	178,834	246,867	8,910	126,384	705	88
*AMH libraries						
Benicia Public Library						
Benicia Public Library	249,437	365,666	17,574	116,032	1057	120

2.5 The Library's physical materials budget is approximately 1 million dollars a year. More than 1.4 million customers visit the libraries in the SCL system and they check out over 2.4 million items a year.

2.6 The Library utilizes TLC/CARL's CARLX for its integrated library system (ILS). The Library offers customer opt-in features for receiving email receipts for charges to customers who have an email address in their account information and text notification to customers who have a cell phone number and correct carrier listed in their account information.

2.7 The Library currently utilizes Bibliotheca/3M magnetic strips and overlays, security gates, and self-charge machines for inventory control. Codabar barcodes are used for circulation and inventory control.

2.8 The Library currently uses stackable hard plastic delivery bins with dimensions of 21" long x 10" deep x 14" wide for its internal delivery of library materials between the branches. There are two styles of bins used: one with a hinged lid and one with metal bars that lift up and allow the bins to stack.

2.9 The Library is a partner in the Solano Partner Libraries and St. Helena Consortium (SPLASH). SPLASH was formed in 2016, replacing the Solano, Napa and Partners Library Consortium (SNAP) that was established in 1992 as a cooperative venture to provide automated library services to customers residing in Solano and Napa counties and to promote resource sharing.

The SPLASH consortium consists of the Benicia Public Library, Dixon Public Library, Solano County Library, and St. Helena Public Library. The SPLASH consortium shares the CARL.X ILS and their library collections although they do not float their collections. The Benicia Public Library will be implementing RFID (including security gates, self-check machines, and staff workstation upgrades, but not AMH) along with Solano County Library and is included in this RFP.

Benicia Public Library has a collection of over 88,000 print volumes as well as 13,000 audio visual items.

2.10 The SPLASH Consortium is implementing the Link+ resource sharing network (an implementation of Innovative Interfaces INN-Reach software). Implementation is expected to be completed and the Consortium live on Link+ by late Summer of 2017.

3. SCOPE OF WORK

3.1 The successful RFID Proposer shall provide:

- a. ISO 28560-2 compliant 2"x3" RFID book tags for all circulating library material (950,000)
- b. ISO 28560-2 compliant RFID full-coverage media tags (50,000)
- c. Single Aisle RFID security gates (4)
- d. Dual Aisle RFID security gates (7)
- e. RFID staff workstations (estimate 66)
- f. Replace or upgrade existing 3M self-service check-out stations (36)
- g. Assist in planning the conversion from electromagnetic security equipment (EM) to RFID, provide tags, RFID circulation and security equipment, install and configure all RFID equipment and provide training
- h. Provide support and training for all RFID equipment.

3.2 Approximately 950,000 RFID book tags will be required during the retrospective conversion phase. A separate RFP is being submitted for the outsourcing of the retrospective conversion of SCL and Benicia collections. This retrospective conversion will occur to precede the installation of any RFID and AMH components that are the subject of this RFP. During this conversion, media items will be tagged with a book tag on the insert. No media tags will be applied since existing media currently have EM strips on them. The successful RFID Proposer will be expected to provide guidance to the tagging contractor.

3.3 The distribution of RFID equipment is:

Library	Security gates	Self-charge machines	Workstation upgrades (estimate)
Fairfield Cordelia Library	1 dual gate	4	6
Fairfield Civic Center Library	1 dual gate/1 single gate	6	7
John F. Kennedy (JFK) Library	1 dual gate	5	7
Rio Vista Library	1 single gate	2	4
Springstowne Library	1 single gate	2	4
Suisun City Library	1 dual gate/1 single gate	4	6
Vacaville Cultural Center Library	1 dual gate	6	8
Vacaville Town Square Library	1 dual gate	4	7
Benicia Public Library	1 dual gate	3	10
SCL Technical Services	N/A	N/A	6
SCL Automation	N/A	N/A	1

3.4 The successful AMH proposer shall provide six (6) AMH systems (sorters with self-check-in stations, bins, ready-to-shelve (RTS) carts, and Hold Slip printers as described below).

Library	Sorter Size and Sort Destinations	External Patron Returns	Internal Patron Returns	Staff Inductions	Total Number High Capacity Bins Required	RTS Carts	Hold Slip Printer
Fairfield Civic Center	11-bin configured with (9) high capacity bins (1) RTS Cart and (1) Tote	1	2	1	11	1	1
Fairfield Cordelia	7-bin configured with (5) high capacity bins (1) RTS Cart and (1) Tote	2	0	1	7	1	1
John F. Kennedy	9-bin configured with (7) high capacity bins (1) RTS Cart and (1) Tote	1	1	1	9	1	1
Suisun	5-bin configured with (3) high capacity bins (1) RTS Cart and (1) Tote	2	0	1	5	1	1
Vacaville Cultural Center	9-bin configured with (7) high capacity bins (1) RTS Cart and (1) Tote	2	0	1	9	1	1
Vacaville Town Square	7-bin configured with (5) high capacity bins (1) RTS Cart and (1) Tote	2	0	1	7	1	1

3.5 The installation of the library AMH systems including self-check-in stations with sorters will be staggered and coordinated with each local jurisdiction and will not begin until the completion of the RFID retrospective conversion process and the installation of the RFID security and circulation equipment. The chart below provides an overview of the high-level tasks to be performed and is provided as a way to demonstrate how the Library will be staggering the AMH installations.

Step1: Retrospective Conversion (subject of a separate procurement) – Prior to Winter 2017
Step 2: RFID Circulation and Security Equipment Installation – Winter 2017
Step 3: Staggered AMH Installation beginning Winter 2017 and ending Spring 2018

3.6 Critical Requirements

Among other benefits, the proposed systems must provide:

- a. Significant productivity gains through improved workflow processes
- b. Fast and efficient induction and sorting of staff inducted library material
- c. Trouble-free operation and easy maintenance for staff
- d. Cost-effective materials handling from all customer returns
- e. Improved turnaround time for customer returns and enhanced customer experience
- f. RFID Proposers must be able to demonstrate a proven ability to provide and implement the following:
 1. RFID Integration with the Library's ILS, CARL.X, that streamlines staff and customer workflows
 2. RFID tags and devices writing to the tags that conform to ISO 28560-2 per NISO RP-6-2012
 3. Durable, ISO compliant RFID tags that easily affix to all circulating library items regardless of format and which are guaranteed for the lifetime of the item to which they are affixed
 4. RFID pads and staff workstation upgrades that enable staff to use either barcode scanners or RFID pads to input barcodes in all circulation modules
 5. ADA-compliant, effective, accurate and attractive security gates.
- g. AMH Proposers must be able to provide AMH systems with the following characteristics:
 1. Each self-service customer return can be configured to reject non-library items or untagged items. This option is configurable by the Library
 2. Exterior self-service customer returns are ADA-compliant, weather-proof and user-friendly at all times of the day (interface can be seen in bright sun) and night (system is visible at night)

3. Slot for inducting books opens automatically in the presence of RFID-tagged library material
4. Customers have option to receive printed receipt or receipt via email or SMS
5. Staff Inductions have the option to support barcode and RFID items
6. High capacity bins are ergonomically designed to bring the material up to convenient level for unloading items
7. Flexible and robust sorter capable of handling high volume of returns yet support improved return-to-shelf workflows
8. 99% check-in and sorting accuracy for all library material
9. System integrates with Library's ILS, CARL.X, streamlining staff and customer workflows.

3.7 Proposers should provide solutions consistent with the above stated Critical Requirements. If the Proposer cannot meet the Critical Requirements as stated, a comparable or superior option must be provided. Such comparable or superior options must be fully explained and described in the proposers' bid submission; including how and why the option is comparable or superior.

Any optional components, configurations, or equipment that Proposers would like to propose may be included as an appendix to the primary proposal response. Each option should clearly delineate all costs associated with that option and include an explanation of the benefits over the proposal provided in Proposer's primary response.

3.8 All Proposers must respond to every requirement listed in Forms A through J with the following exceptions:

- Proposers offering an RFID-only solution do not need to respond to Form C - AMH Technical Requirements.
- Proposers offering an AMH-only solution do not need to respond to Form B - RFID Requirements.

3.9 The Library reserves the right to evaluate all proposals solely on the basis of currently existing features, functions, products, or services meeting the specifications as stated.

4. SCHEDULE OF EVENTS

The timeline supplied is the Library's best estimate and is not binding on the Library.

April 14, 2017	RFP issued
April 21, 2017	Letter of Intent to Propose due no later than 5:00 P.M. (PST)
May 8, 2017	Mandatory onsite AMH pre-proposal conference 8:00 a.m. – 5:00 p.m. (PST) (see section 5.2 for details)
May 10, 2017	Questions concerning RFP and project emailed to kdpoole@solanocounty.com no later than 4:00 P.M. (PST)
May 15, 2017	Answers to questions posted on County website
June 5, 2017	BID RECEIVING DATE. Proposals are due no later than 5:00 p.m. (PST) at the County Office of General Services, 675 Texas Street Suite 2500, Fairfield, CA 94533. Late submittals will not be accepted.
June 6 – June 13, 2017	Evaluation of proposals/notification of selected proposers for demonstrations.
July 6 – July 14, 2017	Demonstration week
July 21, 2017	Notification of selected contractor(s)
August 7, 2017	Contracting process begins
September 2017	Project commences pending successful completion of contract(s)

The County reserves the right, at its sole discretion, 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) for any revisions.

5. INSTRUCTIONS TO PROPOSERS

5.1 Proposal Submission

Proposals are due by the BID RECEIVING DATE noted in the Schedule of Events and shall be delivered in a sealed package to:

Solano County General Services Department
Central Services
675 Texas Street, Suite 2500
Fairfield, CA 94533
ATTN: Karen Poole

RFP NO.: 52-410-17

SUBMISSION DATE: 6/5/2017 5:00 PM

One (1) original, six (6) print copies and one (1) electronic (CD/DVD/USB Drive) version of the entire proposal must be delivered in a sealed envelope or package and clearly marked as RFP 525-410-17 LIBRARY AMH/RFID PROPOSAL. One copy shall be marked as "Original" and must contain an original signature.

It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the Purchasing Services Office before the proposal submittal deadline. The receiving time in the Purchasing Services Office will be the governing time for acceptability of proposals. Proposals may be delivered by hand or U.S. Mail, however, the county encourages the use of a courier service (FedEx, UPS, etc.) to facilitate verification of delivery. Proposals received beyond the deadline will be returned, unopened. Proposals submitted by facsimile transmission or e-mail will be rejected. Bids must bear original signatures and figures.

Responses shall follow the format provided in Section 6, Proposal Format of this document, joined together with a cover letter signed by a representative authorized to bind the company in contractual agreements, along with any relevant data sheets, drawings, and details.

A copy of the RFP must be included in an appendix to the proposal.

Any costs associated with the preparation and delivery of this proposal will be borne solely by the Proposer.

5.2 Mandatory Pre-Proposal Conference

Potential AMH Proposers (maximum of three (3) attendees per Proposer) must attend a pre-proposal conference, scheduled at the time and date set forth in the Schedule of Events, and located at 1150 Kentucky St. Fairfield, CA with a hosted visit to each proposed AMH site. The purpose of the conference is to provide an opportunity for potential proposers to ask specific questions about the project, see the locations where systems will be installed, and to request RFP clarification. Potential Proposers should submit questions in writing before the conference. The County will entertain verbal questions asked at the conference, but responses may be deferred and provided at a later date. In the event a potential Proposer is unable to attend the conference, an authorized representative may attend in its behalf. The representative may only sign-in for one (1) potential Proposer. Subcontractors may not represent a potential Proposer at the conference. Subcontractors may attend with a potential Proposer as long as the maximum number of attendees (including subcontractors) does not exceed three. The County will not accept any AMH proposal from a Proposer or its authorized representative that does not attend the conference. This conference is optional for Proposers only submitting an RFID proposal with no AMH component.

Potential AMH Proposers must RSVP to the mandatory pre-proposal conference by emailing the names of attendees to kdpoole@solanocounty.com no later than April 28, 3:00 PM PST.

5.3 Responses to the RFP

Proposals will only be accepted from a single firm, not from joint ventures. When two or more Proposers desire to submit a single proposal, they shall do so as prime/subcontractor(s).

Proposers may not use omissions or errors in the specifications or other contract documents to their advantage. The Library reserves the right to issue new instructions correcting any such errors or omissions, which new instructions shall be treated as if originally included.

The Library may make any investigation it deems necessary to determine the ability of the Proposer to perform the work. Proposers shall furnish information for this purpose to the Library upon request. The Library reserves the right to reject any bid if the evidence submitted by, or other investigation of, the Proposer fails to satisfy the Library that the Proposer has the proper qualifications, experience, equipment, manpower, or financial and managerial capability to carry out the obligations of the contract agreement or to perform the work as specified.

To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator prior to the official deadline/submittal date and time. After withdrawing a previously submitted proposal, the Proposer may submit another at any time up to the deadline for submittals.

No Proposer will be allowed to withdraw and resubmit its proposal, for any reason whatsoever, after the proposals have been opened.

5.4 Exceptions

If the Proposer's specifications for furnishing products or equipment are in any respect not the equivalent of the requirements in the RFP, this discrepancy must specifically be called out in the proposal. Notwithstanding anything to the contrary in this RFP, Proposers are invited to propose, and the Library will consider any system that is the functional equivalent, or better system than called out in this RFP.

5.5 Guarantees and Warranties

All guarantees and warranties should be stated in writing and submitted as part of the proposal.

The Proposer shall warrant that the system will meet the reliability and performance requirements set forth in the RFP and will continue to do so as long as the system remains under Proposer's maintenance.

5.6 Prices

Proposer will provide a detailed quote sheet using the Cost Worksheets provided in Form H. Prices reflected in the proposal shall include any discounts. Annual maintenance and support costs shall be included showing actual costs of proposed solution over five years.

Unit prices will be quoted for all components, hardware, software, installation, and service. Indicate any volume discounts that would be available if quantities ordered were modified.

Proposer must include prices of all equipment and any options needed to meet specifications.

The Cost Worksheets shall be completed as indicated including breaking out costs for line items indicated on each Cost Worksheet. Proposer shall supply quantity needed, unit prices, and extended prices for the proposed solutions, including all hardware, software, installation, shipping, and training.

All products proposed and the pricing indicated in the Cost Worksheets must comply with all the Critical Requirements mentioned earlier in this document. Prices should be F.O.B. Destination, and include training, installation, and any other items necessary for complete system operation.

For any optional services or equipment proposed, clearly identify them and include pricing on a separate Price Sheet for Optional Services/Equipment.

RFP NO.: 52-410-17

SUBMISSION DATE: 6/5/2017 5:00 PM

Unit prices must be guaranteed for 365 days from contract signing.

5.7 Detailed Documentation of Financial Resources: The responder must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.

5.7.1. The responder's most recent independent audited financial statements for a fiscal year ended within the last 36 months.

5.7.2. In lieu of audited financial statements, the County 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 responder's business relationship with the financial institution is and has been in positive standing.

5.7.3. Documentation disclosing the amount of cash flows from operating activities for the responder'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.

5.8 Project Schedule

The proposal shall include a detailed project schedule for the entire project from receipt of RFID tags to installation of RFID circulation and security equipment to remodeling, installation, configuration, and training of each AMH system. Timing of the retrospective conversion of the collection to RFID (a separate RFP) will need to be factored into the project schedule. The retrospective conversion will occur after the receipt of the RFID tags and prior to the installation of RFID circulation and security equipment. Remodels to accommodate each AMH installation are the responsibility of each local jurisdiction, not the Proposer. However, each AMH installation will have to be coordinated with SCL and the local jurisdictions.

The proposal shall include a project manager to oversee the project to ensure that it meets the requirements of the Library and to be the key contact for the entire installation.

5.9 Live and Video Demonstrations

Prior to contract award, short-listed Proposers will be required to demonstrate their proposed solution to SCL staff. The RFID demonstration will include a live demonstration of the proposed staff workstation, security gates and self-charge units. The staff workstations shall be demonstrated using a live connection to the SCL CARL.X system.

Live or video demonstrations are required of all vendors proposing an AMH solution.

Demonstrations will occur during Demonstration Week. Each invited Proposer will have one day to set-up and configure their equipment. The Demonstration Day will take place the following day in the same location. Demonstrations will include a scripted portion as well as an opportunity for Proposer to demonstrate products not otherwise called out in the scripted portion.

6. PROPOSAL FORMAT

All submissions shall use the Proposal Format specified in this section.

6.1 Proposal

The proposal must be on 8.5" x 11" single sided paper with numbered pages. A copy of the RFP must be included in an appendix to the proposal. Detailed product descriptions should also be included as an appendix.

6.2 Cover Letter

The Proposer shall provide the name and address of the primary contact person, along with a telephone number and email address.

The Proposer shall state whether the proposer is bidding only on the AMH aspects of the proposal, only on the RFID security and circulation aspects of the proposal, or all aspects of the proposal. The Proposer should also acknowledge receipt of any addenda by completing and returning the RFP Amendment Form (if applicable).

The Proposer shall summarize its understanding of the project, and provide a statement indicating its ability to provide services and equipment described herein and meet the requirements detailed in this RFP. The cover letter must be signed by an authorized representative of the company. Proposals that are not signed will be disqualified.

The cover letter must state that the proposal is valid for a 90-day period and include the name, title, address, telephone number and email address 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 the County 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

6.3 Executive Summary

Proposer shall provide a one to two-page summary of the benefits that the Proposer will be providing to the Library as part of its proposed solution.

In this section, please list any exceptions the Proposer may have to the stated specifications.

6.4 Description of the Proposed Solution

The Proposer shall fully describe and illustrate the products and systems which comprise its RFID and/or AMH solution. Description to include:

- a. How the proposed system will benefit the Library in the areas of staff circulation, patron self-service, collection management, staff ergonomics, improved patron services, and item security.
- b. How the proposed system will meet the critical requirements listed in section 3.6.

- c. How Proposer will assist the Library in its transition to RFID technology including moving from an EM-based security system to an RFID-based security system.
- d. How Proposer's RFID offerings will support significant productivity gains and improve workflow processes.
- e. How the proposed AMH systems will provide fast, accurate, and efficient induction and sorting of staff-induced library material while minimizing staff maintenance burdens.
- f. How the proposed AMH systems will support cost-effective materials handling of all customer returns and enhance the customer experience.
- g. How Proposer will offer on-going support and maintenance and ensure Library staff acceptance of new technology through effective, hands-on training.
- h. Other opportunities for leveraging the Proposer's products.

6.5 Proposal Forms A-J

Proposers shall complete and attach Proposal Forms A-J. Proposers offering an RFID-only solution do not need to respond to Form C - AMH Technical Requirements. Proposers offering an AMH-only solution do not need to respond to Form B - RFID Requirements.

6.6 Copy of Original RFP

Proposers shall attach a copy of the original RFP in an appendix to the proposal.

7. EVALUATION

7.1 Mandatory Pre-Proposal Conference and Critical Requirements AMH Proposers that do not attend the Mandatory Pre-Proposal Conference will be excluded from consideration.

7.2 Critical Requirements

Upon receipt of the Proposals, an Evaluation Committee will exclude any proposals that do not meet the Critical Requirements. These proposals may be excluded from further consideration.

The remaining proposals will be evaluated in regards to functionality, customer reference checks, customer support ratings, third-party product integration, and Live Demonstrations. The Library reserves the right to select the Proposer deemed most suitable, which may or may not be the low-cost Proposer.

7.3 Criteria for Selection

The remaining proposals will be evaluated using a numerical scoring system. All proposals will be assigned a score for each item/category as outlined in the following table.

Suitability of the proposed solution	10%
Ability to Meet Technical Requirements	40%
Proposer Experience and Capability	10%
Service, support, and warranties provided to the Library	10%

Ability to deliver requested products in accordance with the Library's Timeline	10%
Affordability of the proposed system with clearly defined annual costs and return on investment	15%
Clarity and completeness of the submitted proposal	5%

The top two AMH Proposers and the top two RFID proposers will be asked to demonstrate their systems during Demonstration Week as noted in the Schedule of Events.

7.4 Proposers will not be penalized or favored for submitting a proposal for RFID Only, AMH Only, or both.

7.5 Best Value

The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County 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 proposers.

7.6 Evaluation Committee

A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.

8. NOTICE OF INTENT TO AWARD

8.1 The Proposer acknowledges the Library's right to reject any and all bids and to waive any formality or irregularity in any bid received. The Proposer recognizes the Library's right to reject any bid which fails to submit the data required by the bidding documents or is in any way incomplete or irregular. An award to the lowest Proposer is not required.

8.2 Library reserves the right to enter into negotiation with one or more Proposers. Library reserves the right to waive any informality as may be permitted by law. Library reserves the right to award multiple contracts for different portions of the work or commodities, or to reject all proposals.

8.3 After the evaluation of proposals, demonstrations and final consideration of all pertinent information available, the County will either reject all proposals or issue a written notice of intent to award the contract to all proposers submitting a timely proposal. The notice shall identify the apparent best evaluated proposal. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer.

8.4 The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the *Standard Contract* included in Exhibit I

to 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.

8.5 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 cancel the award and award the contract to the next best evaluated proposer.

9. PROTEST AND APPEALS

Any actual proposer 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 working days after such proposer knows or should have known of the facts giving rise to the protest, but in no event later than 7 working days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify 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.

10. TERMS AND CONDITIONS

10.1 *The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=12011>, is fully incorporated into and made a part of this RFP by this reference and governs this RFP.*

10.2 RFP Amendment, Cancellation and Right of Rejection.

1. The County reserves the unilateral right to amend this RFP in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFP. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
2. The County reserves the right, in its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.

10.3 Confidentiality.

The County will retain a master copy of each response to this RFP, 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. Proposers may clearly label part of a submittal as "CONFIDENTIAL" if the proposer agrees to indemnify and defend the County 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 the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

RFP NO.: 52-410-17

SUBMISSION DATE: 6/5/2017 5:00 PM

11. ATTACHMENTS AND EXHIBITS

Complete required attachments and include with RFP response. Place completed required attachments in the appendix of your response. Some attachments are informational and need not be returned.

Attachment 1: Library Floorplans

Attachment 2: Signature Page

Attachment 3: Intent to Respond Form

Attachment 4: Question and Answer Form

Attachment 5: Experience Form (reproduce form as necessary)

Attachment 6: Certification of Compliance

Attachment 7: County Reservations

Attachment 8: Non-Collusion Declaration

Exhibit I: County 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

Forms: A – J

Form A: General Technical Requirements

Form B: RFID Technical Requirements

Form C: AMH Technical Requirements

Form D: Qualifications, Experience and References

Form E: Training and Documentation

Form F: Implementation Plan and Timeline

Form G: Service, Support and Warranties

Form H: Cost Worksheet

Form I: Mandatory and Optional Appendices

Form J: Acknowledgement of County Contract

**SIGNATURE PAGE
REQUEST FOR PROPOSAL
RFP NO. 525-410-17**

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:

- ___ Signature Page (complete form and return with bid)
- ___ Customer Reference Statement (complete form and return with bid)
- ___ Non-Collusion Declaration (complete form and return with bid)
- ___ Certification of Compliance
- ___ Reservations
- ___ Form J: Acknowledgement of County Contract
- ___ Exhibit D: Drug Free Workplace Certification (complete form and return with bid)

FIRM/COMPANY: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP+4 _____

TELEPHONE NUMBER _____ FAX NUMBER _____

POINT OF CONTACT E-MAIL ADDRESS _____

COMPANY WEBSITE URL _____

PRINT NAME _____

BY: _____ DATE _____

SIGNATURE

COMPLETE AND RETURN WITH PROPOSAL

COUNTY OF SOLANO
INTENT TO PROPOSE FORM
RFP NUMBER NO. 525-410-17

Dated _____

Email the following Intent to Respond form to Karen Poole on or before April 23, 2017, 5:00 P.M.

To: County of Solano Purchasing Services Office
Attn: Karen Poole
Email: kdpoole@solanocounty.com

From _____

RFP Contact Name _____

Company Name _____

Company Address _____

Phone Number _____

Fax Number _____

RFP Contact email _____

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.

**COUNTY OF SOLANO
QUESTIONS & ANSWER FORM**

RFP NUMBER NO. 525-410-17

Any questions regarding this RFP shall be submitted according to the process outlined below and as specified in this RFP. The County's response to questions will be as specified in RFP.

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 kdpoole@solanocounty.com Please contact (Karen Poole) with any questions regarding this process.

ITEM NO.	REFERENCE SECTION OF RFP	QUESTIONS/COMMENTS FROM RESPONDERS	COUNTY RESPONSE (THIS COLUMN FOR COUNTY USE ONLY)
1			
2			
3			
4			
5			
6			
7			
8			

Questions from: _____ **Company:** _____

Email Address: _____

Email this form to the RFP Coordinator kdpoole@solanocounty.com on or before the date specified in RFP.

Add more lines to form as required.

KEY TEAM MEMBER EXPERIENCE

REPRODUCE FORM AS NEEDED

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

RETURN WITH PROPOSAL

**CERTIFICATION OF COMPLIANCE
REQUEST FOR PROPOSAL
RFP NO. 525-410-17**

By indication of the authorized signature on attachment 1, the responding firm does hereby make certification and assurance of the responding firm'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 Response was independently arrived at, without collusion, under penalty of perjury; and,
 - g) 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 Responding Firms in connection with the Procurement under this RFQ.
 - h) all contract employees performing services and/or work as a result of this solicitation must adhere to the County of Solano Smoke-Free Facility Policy (adopted by Solano County Board of Supervisors 1/13/15).
 - i) 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.
-

READ AND ACKNOWLEDGE ON SIGNATURE PAGE, ATTACHMENT 2

SOLANO COUNTY RESERVATIONS

REQUEST FOR PROPOSAL
RFP NO. 525-410-17**COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:**

The County of Solano 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 the County, and not necessarily to the lowest Contractor. The intended proposal 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. The County reserves the right to reject any and all proposals, or to cancel this RFP in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this RFP at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion.
4. Any proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and may be rejected. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
5. To cancel any award and re-solicit proposals 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 proposals 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 the County.
8. To waive any and all minor irregularities in proposals.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON SIGNATURE PAGE, ATTACHMENT 2

RFP NO.: 52-410-17

SUBMISSION DATE: 6/5/2017 5:00 PM

**REQUEST FOR PROPOSAL
RFP NO.: 525-410-17**

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

The undersigned declares: I am the _____ of _____, 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 proposer 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 proposer, or to fix any overhead, profit, or cost element of the proposed 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 proposed 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 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 by:

READ AND ACKNOWLEDGE ON SIGNATURE PAGE, ATTACHMENT 2

COUNTY 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.

[County Standard Contract on Next Page]

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

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

SCOPE OF WORK

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

BUDGET DETAIL AND PAYMENT PROVISIONS

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

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.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

[http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_\(ach\).asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_(ach).asp)

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

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

B. 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 County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County 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 County approval shall be sought from the County prior to the expiration or 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.

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 this 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. REPRESENTATIONS

A. County 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. County'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.

7. INSURANCE

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

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

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

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

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

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations, products and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, 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. |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

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

F. 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.

G. 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 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.

(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 maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(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 County 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 County.

J. 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 described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of 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, 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 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 nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

14. CONFIDENTIALITY

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

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

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

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California 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 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 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 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.

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 from County.

18. 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.

19. INSPECTION

Authorized representatives of County, 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.

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 Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

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 parts 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 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.

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 of its provisions.

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 Contract.

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents 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 or previously 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 representation 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 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.

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.

RFP NO.: 52-410-17

SUBMISSION DATE: 6/5/2017 5:00 PM

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 in it.

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above 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, 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 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

COMPLETE AND RETURN WITH PROPOSAL