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**REQUEST FOR QUALIFICATION (RFQ)
NUMBER: 952-0616-22
FOR
Community Youth-Focused Substance Prevention
Projects**

**RELEASE DATE: June 16, 2022
RESPONSE DUE: AUGUST 19, 2022 5:00PM, PST**

SUBMIT SOQ TO:	RFQ COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	Nes Despabiladeras, Buyer Phone: 707-784-6322 nadespabiladeras@solanocounty.com
Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your Statement of Qualification(s). The County will post any changes and information relating to this RFQ digitally via Bonfire E-Procurement Platform. Respondents are responsible for frequently checking the Bonfire Platform at https://Solanocounty.Bonfirehub.Com 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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1.0. INTRODUCTION

The purpose of this Request for Qualification (RFQ) is to define the County's minimum requirements, solicit Statements of Qualification, and gain adequate information by which the County may evaluate the qualifications offered by Respondents that fall within the scope of services as further described in Section (3) of this RFQ.

The County of Solano, Department of Health and Social Services (H&SS), Public Health Services Division, hereinafter referred to as the "County," intends to secure contracts with qualified respondents and/or individuals to implement the Solano County Alcohol, Tobacco, and Other Drugs Strategic Prevention Plan and other approved strategies for the fiscal year of 2022/23 through the 2023/2024 fiscal year. Upon evaluation of performance each contract will be considered for an extension into the 2024/2025 fiscal year. The goals are to reduce rates of use of alcohol, cannabis, tobacco, and other controlled substances among youth and to improve the health of communities with high rates of substance use and related health outcomes. These goals are consistent with the national, strategic initiatives of the Substance Abuse and Mental Health Services Administration (SAMSHA), some of which are to:

- Increase aware and understanding of substance use disorders
- Promote emotional health and wellness; and
- Address the prevention of substance abuse-related illness

The term "Respondents" refers to other government agencies, non-profits, individuals, stakeholders, faith-based organizations, community-based and other grassroots organizations.

While significant health improvements have been achieved through advances in medicine and public health best practices, a significant portion of individuals' health and wellbeing are also influenced by where and how they live. The unfortunate reality is that tremendous differences in health outcomes still remain for many underserved groups and communities. A number of health disparities have adversely affected groups of people who systematically experience greater obstacles to health based on their racial or ethnic group; language(s) spoken; immigration/documentation status; religion; socioeconomic status; age; mental health; cognitive, sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion. This RFQ is looking for innovative, passionate, community-driven, and proactive respondents in order to reduce substance use and misuse in Solano County.

This RFQ requests that all respondents describe how they are able to provide equitable services to underserved, socially disadvantaged, and ethnically diverse groups which include services that are culturally and linguistically appropriate. We are interested to know why the respondent, and respondent's staff is/are passionate about substance abuse prevention work and how each respondent will: (1) strengthen and expand community partnerships; (2) use data to drive decision-making, quality improvement and accountability; and (3) use resources to address health disparities in pursuit of health equity.

2.0. BACKGROUND

Solano County experiences multiple social and health consequences because of alcohol, tobacco and other drug use among youth and adult populations. Various factors in the environment contribute to high substance use rates among youth, including community norms favorable toward use as well as access and availability. At the same time, protective factors fostered through parents and other trusted adults, local coalitions, community-based organizations, schools and social service providers help to mitigate the impact of Alcohol, Tobacco and Other Drugs (ATOD) use among youth.

The County Substance Abuse Prevention Program’s mission is to reduce community and individual problems related to alcohol abuse, tobacco use, and other drug abuse, especially in youth. This RFQ focuses on environmental and systems change, youth development, education and community mobilization strategies to accomplish the Solano Substance Abuse Prevention Program’s mission.

The County Alcohol, Tobacco, and Other Drugs Prevention Strategic Prevention Plan (SPP) outlines steps to continue efforts in reducing the rates of ATOD use, abuse, and related community impact. This RFQ will focus on the Strategic Prevention Plan’s final fiscal year of 2022-2023 and towards a subsequent multi-year Strategic Prevention Plan beyond the 2023/2024 fiscal year.

The overarching goals of the Solano County ATOD Prevention Strategic Prevention Plan are to:

1. Delay initial use of alcohol, tobacco, and other drugs (marijuana [cannabis], opioids, prescription drugs, etc.) among children and youth in Solano County.
2. Reduce the overall proportion of Solano County children and youth who use alcohol, tobacco, and other drugs.
3. Reduce the impact of alcohol, tobacco, and other drugs on communities, families, and individuals, largely through policy and environmental strategies focused on prevention.

A copy of the current Solano County ATOD Prevention Strategic Prevention Plan can be found at <http://www.vibesolano.com/be-informed/atod/>. Applicants are strongly encouraged to read the plan prior to responding to this RFQ.

3.0. SCOPE OF SERVICE/ PROJECT

Respondents to this RFQ must describe how they/their organization are/is qualified to complete one or more of the category strategies described below. Respondents to this RFQ must clearly identify each strategy that they are choosing to respond to and must provide a narrative on their experience in this area.

A. Cannabis and Alcohol Public Policy Strategies

Strategy	Description	Skills and Experiences Recommended
Responsible Seller Ordinance (Cannabis)	Work to adopt a mandated marijuana (Cannabis) responsible seller ordinance for marijuana retailers in up to 3 jurisdictions	-City level policy -Coalition development, building and maintenance
Responsible Beverage Service (RBS) Ordinance	Work to adopt a mandated Responsible Beverage Service ordinance in up to 2 jurisdictions.	-Public Speaking -Correspondence with city staff and community residents

a. Deliverables for Cannabis and Alcohol Public Policy Strategies

- i. Designate a Project Coordinator who will be the point of contact to Solano County Health and Social Services (H&SS), and the contractor who provides Evaluation Services.

- ii. Ensure ongoing development or creation of a local community coalition or team that includes representation and active involvement in environmental policy efforts from the following sectors: faith-based, law enforcement, youth serving organizations, volunteer groups, elected officials, government, businesses, parents, youth, schools, healthcare, and media. Efforts should be made to also include people in recovery and/or those who represent the group(s) and communities most affected by ATOD issues.
- iii. Coordinate a minimum of one local ATOD coalition/team and/or subcommittee meeting every two months with the goal of reducing access and availability to marijuana (cannabis) and/or alcohol or other substances through development and implementation of the Solano County Strategic Prevention Plan.
- iv. Participate in a minimum of four (4) ATOD policy focused trainings annually as required by H&SS, which will increase knowledge about prevention research, theory, practice, and how to incorporate cultural competence, work on adverse childhood experiences (ACEs), and/or Trauma-Informed Care.
- v. Engage in cross collaboration with other substance use prevention Solano County-based organizations/coalitions to provide technical assistance and/or cooperate to train, educate, and/or work together to achieve a specific substance use prevention-based goal or objective as appropriate or as needed with county approval.
- vi. Coordinate and/or ensure participation of the majority of the local ATOD prevention coalition or team in (4) trainings annually as approved by H&SS that will increase knowledge about prevention research, theory, practice, and how to incorporate cultural competence and work with adverse childhood experiences (ACEs)
- vii. Participate in 100% of quarterly ATOD Prevention Collaborative meetings and annual TPEP/ATOD Joint Celebration meetings to share successes, lessons learned, and to work together to overcome challenges as required by H&SS.
- viii. Participate in 100% of contractor meetings, monthly contractor check-ins as required by H&SS. Meetings are held on an as needed basis.
- ix. Electronic communication from H&SS must be replied to within 2 business days of receipt if information or response is requested.
- x. Use California School Climate, Health, and Learning Surveys (CalCHLS) data and other relevant data to drive decision-making, quality improvement and accountability.
- xi. Demonstrate how resources were used to address health disparities in pursuit of health equity when planning, recruiting, and delivering services/activities within the community.

B. Program Training Strategy

Strategy	Description	Skills and Experiences Recommended
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Parent Project	Implement <i>Parent Project</i> curriculum (visit http://www.parentproject.com) to increase parents' knowledge about the harmful consequences of underage drinking and youth marijuana use. <i>Parent Project</i> is a parenting skills program in which parents learn and practice specific prevention and intervention strategies. Ideally parents participate prior to any established issues, diversion, or probation of their adolescents or teens. Pre and post-tests will be conducted to gauge effectiveness of the curriculum.	<ul style="list-style-type: none"> -Public Speaking -Class facilitation (in-person and virtual) -Coordinating a class -Recruiting participants
Responsible Seller Training (Cannabis)	Recruit Marijuana retailers to complete an annual Responsible Cannabis Seller Training approved by the County	<ul style="list-style-type: none"> -Recruiting participants -Coordinating class attendance
Responsible Beverage Service Training (Alcohol) or Licensee Education on Alcohol and Drugs (LEAD) Training	Recruit retailers to complete an annual RBS (https://www.abc.ca.gov/education/rbs/) or LEAD training (https://www.abc.ca.gov/programs/Lead%20webpage.html/) in up to three jurisdictions.	<ul style="list-style-type: none"> -Recruiting participants -Coordinating class attendance
Youth Mentorship	<p>Recruit and train local Solano County youth in building skills such as goal setting, creating trust, healthy study habits, anger management, culture/diversity, racial equality, and civic engagement to create sustainable change. Collaborate with youth to mentor their peers, create meaningful supportive connections that increase their chance at success, improve their mental health while decreasing their risk for substance use. The respondent is responsible for describing the approach that they would take in implementing one of the evidence-based objectives. Ideally an outgrowth of this work will be civic engagement and youth excited about helping with the public policy category as well.</p> <p>See <i>Athlete Committed</i> (https://butteyouthnow.org/athlete-committed/) and <i>FNL</i></p>	<ul style="list-style-type: none"> -Recruiting youth participants -Managing a youth program -Coordinating and facilitating trainings -Working with youth

	https://www.solanocoe.net/sfnlp) as an example model of a program (scaled back for a city rather than a whole county).	
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a. Deliverables for Program Training Strategy

- i. Designate who will be the point of contact to Solano Health and Social Services (H&SS) for reporting and data collection.
- ii. Demonstrate how resources were used to address health disparities in pursuit of health equity when planning, recruiting, and delivering services/activities within the community.
- iii. Participate in 100% of quarterly ATOD Prevention Collaborative meetings and annual TPEP/ATOD Joint Celebration meetings to share successes, lessons learned, and to work together to overcome challenges as required by H&SS.
- iv. Participate in 100% of contractor meetings, monthly contractor check-ins as required by H&SS. Meetings are held on an as needed basis.
- v. Electronic communication from H&SS must be replied to within 2 business days of receipt if information or response is requested.

C. Tobacco Prevention and Smoke-Free Places Public Policy Strategies

Strategy	Description	Skills and Experience
Flavors Restriction	<ul style="list-style-type: none"> - Educate and survey the community on the dangers of flavored nicotine products and advertising targeted at youth and minority populations - meet with city council members to educate them on importance of flavors restriction and community readiness for flavors restriction policy 	<ul style="list-style-type: none"> -City level policy -Coalition development, building and maintenance -Public speaking -Correspondence with city staff and community residents
Menthol Restriction	<ul style="list-style-type: none"> - Educate and survey the community on the dangers of menthol and ease of initiation of smoking - meet with city council members to educate them on importance of menthol restriction and community readiness for menthol restriction policy 	<ul style="list-style-type: none"> -City level policy -Coalition development, building and maintenance -Public speaking -Correspondence with city staff and community residents
Smoke-free Multi-unit Housing	<ul style="list-style-type: none"> - Educate and survey the community on the dangers of second-hand smoke and the importance of smoke-free multi-unit housing. 	<ul style="list-style-type: none"> -Coalition development, building and maintenance

	- meet with multi-unit housing complex management to educate them on the importance of smoke-free multi-unit housing and to mandate smoke-free multi-unit housing policies.	-Public speaking -Working with local businesses -Surveying, outreach, and educating community residents
Smoke-free outdoor environments	- Educate and survey the community on the dangers of second-hand smoke and the importance of smoke-free outdoor environments - meet with city council members to educate them on the dangers of second-hand smoke and the importance of Smoke-free outdoor environments and community readiness for smoke-free outdoor environment policies	-City level policy -Coalition development building and maintenance -Public speaking -Correspondence with city staff and community residents
Tobacco Retailer Compliance Checks	- Work with local Police Departments/Compliance Enforcement Agencies to perform decoy operations at local tobacco retailers -promote good will and encourage compliance through “good job” certificates and highlighting compliant retailers in local newspapers and on social media.	-Coordination with local enforcement agencies -Working with local businesses

- a. Deliverables for Tobacco Prevention and Smoke-Free Places Public Policy Strategies
- i. Designate a Project Coordinator who will be the point of contact to Solano County Health and Social Services (H&SS), and the contractor who provides Evaluation Services.
 - ii. Ensure ongoing development or creation of a local community coalition or team that includes representation and active involvement in environmental policy efforts from the following sectors: faith-based, law enforcement, youth serving organizations, volunteer groups, elected officials, government, businesses, parents, youth, schools, healthcare, and media. Efforts should be made to also include people in recovery and/or those who represent the group(s) and communities most affected by ATOD issues.
 - iii. Coordinate a minimum of one local ATOD coalition/team and/or subcommittee meeting every two months with the goal of reducing access and availability to marijuana (cannabis) and/or alcohol or other substances through development and implementation of the Solano County Strategic Prevention Plan.

- iv. Participate in a minimum of four (4) ATOD policy focused trainings annually as required by H&SS, which will increase knowledge about prevention research, theory, practice, and how to incorporate cultural competence, work on adverse childhood experiences (ACEs), and/or Trauma-Informed Care.
- v. Engage in cross collaboration with other substance use prevention Solano County-based organizations/coalitions to provide technical assistance and/or cooperate to train, educate, and/or work together to achieve a specific substance use prevention-based goal or objective as appropriate or as needed with county approval.
- vi. Coordinate and/or ensure participation of the majority of the local ATOD prevention coalition or team in (4) trainings annually as approved by H&SS that will increase knowledge about prevention research, theory, practice, and how to incorporate cultural competence and work with adverse childhood experiences (ACEs)
- vii. Participate in 100% of quarterly ATOD Prevention Collaborative meetings and annual TPEP/ATOD Joint Celebration meetings to share successes, lessons learned, and to work together to overcome challenges as required by H&SS.
- viii. Participate in 100% of contractor meetings, monthly contractor check-ins as required by H&SS. Meetings are held on an as needed basis.
- ix. Electronic communication from H&SS must be replied to within 2 business days of receipt if information or response is requested.
- x. Use California School Climate, Health, and Learning Surveys (CalCHLS) data and other relevant data to drive decision-making, quality improvement and accountability.
- xi. Demonstrate how resources were used to address health disparities in pursuit of health equity when planning, recruiting, and delivering services/activities within the community.

D. Compliance Checks Strategy

Strategy	Description	Skills and Experiences Recommended
Alcohol Compliance Checks	Conduct underage alcohol compliance checks in up to three jurisdictions in Solano County to reduce the likelihood of illegal alcohol sales at checked alcohol retailers.	-Working with city staff and law enforcement -Working with businesses
Marijuana (Cannabis) Compliance	Conduct underage marijuana (cannabis) compliance checks in one jurisdiction in Solano County to reduce the likelihood of illegal marijuana (cannabis) sales at checked marijuana (cannabis) retailers	-Working with city staff and law enforcement -Working with businesses

- a. Deliverables for Compliance Checks Strategy
 - i. Selecting retailers for compliance checks will be done in consultation with H&SS. Agencies will need to ensure that a) all sites will be checked, b) chosen randomly, or c) use an equitable site selection process when selecting retailers for compliance checks.
 - ii. Designate someone in the agency who will be the point of contact to Solano Health and Social Services (H&SS) for reporting and compliance checks data collection.
 - iii. Prepare and issue a press release on compliance check results in coordination with H&SS.

- iv. Participate in 100% of quarterly ATOD Prevention Collaborative meetings and annual TPEP/ATOD Joint Celebration meetings to share successes, lessons learned, and to work together to overcome challenges as required by H&SS.
- v. Participate in 100% of contractor meetings, monthly contractor check-ins as required by H&SS. Meetings are held on an as needed basis.
- vi. Electronic communication from H&SS must be replied to within 2 business days of receipt if information or response is requested.

4.0. CONTRACT DURATION AND FUNDING AVAILABILITY

The County intends to award multiple 18-month contract(s) with a total budget estimated to be \$270,000 to the responsible respondent(s) whose Statement of Qualification(s) is/are determined to be the most responsive to the requirements of this RFQ, with an option to renegotiate or renew depending on satisfactory performance. The County anticipates awarding no more than five (5) contracts based on the funding available, however that may change depending on applications received. The County reserves the right to not enter any contracts based on this RFQ if it finds that doing so is in its best interest.

The term of any resulting contract(s) will begin on or about January 2, 2023 and terminate on June 30, 2024. Renewal after the initial contract term, based on satisfactory performance, to continue funding will be in 12-month increments without an additional competitive bid process, up to a total contract term under this RFQ of no more than 3 years and 6 months at the sole discretion of the County, provided the County notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. Upon completion of the timeline of the original contract, a 6-month extension to complete activities may be granted through the County contract amendment process if more time is warranted.

The funding or portions of this funding for the contract resulting from this RFQ are contingent upon receipt of Federal funds through the State budget to the County of Solano, and inclusion of sufficient funding for the services hereunder in the budgets approved by the County’s Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced or modified without penalty.

5.0. SCHEDULE OF EVENTS

6/16/22	RFQ issued
7/11/22	Optional pre-proposal conference (via Microsoft Teams) – Attendance, though not mandatory is highly recommended.
7/20/22	Questions concerning RFQ and project emailed to nadespabiladeras@solanocounty.com or submit digitally via Bonfire E-Procurement platform Solano County Portal at https://solanocounty.bonfirehub.com no later than 5:00 PM PST..
7/29/22	The County’s response to questions posted Bonfire E-procurement platform https://solanocounty.bonfirehub.com
8/1/22	Intent to Propose submitted

8/19/22	RFQ submission deadline. An electronic submission of Statement of Qualifications via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com are due no later than 5:00 p.m. Late submittals will not be accepted.
9/7/22	If needed: Interviews and Presentations
9/15/22	Review Committee makes selection(s)
9/20/22	Notification of selected contractor
9/21/22	Contract development process commences (meetings for negotiations for budget and scope of work)
1/2/23	Project commences

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> Respondents shall frequently check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFQ.

To subscribe with Bonfire and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://solanocounty.bonfirehub.com> and follow the instructions provided.

6.0. INSTRUCTIONS TO RESPONDENTS

- a. Optional Pre-Proposal Conference: A pre-response conference is scheduled at the time and date set forth in the Schedule of Events and will be held virtually. The purpose of the conference is to provide an opportunity for potential responders to ask specific questions about the project and to request RFQ clarification. The County will entertain verbal questions asked at the conference; however, the potential responders will be required to submit all questions in writing after the conference for an official County response. The County response will be provided as an Amendment on the date and time listed in the schedule of events. Only written questions will be addressed with written responses, by way of amendment to this RFQ.

Please prepare your Statement of Qualification(s) in accordance with the following requirements.

- b. Statement of Qualification(s). The Statement of Qualification(s) (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 Statement of Qualification(s).
- c. Cover Letter. The Statement of Qualification(s) must be submitted with a cover letter describing the respondent's interest and commitment to the proposed project. The letter must state that the Statement of Qualification(s) is valid for a (120)-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 respondent 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
Attention: Nes Despabiladeras, RFQ Coordinator

- d. Approach and Management Plan. This section shall provide the respondents proposed approach and management plan for delivering the identified strategies. Include an organizational chart showing the

proposed relationships among contractor staff, County staff and any other parties that may have a significant role in the delivery of strategies. In the approach section, please outline why your organization is passionate about substance abuse prevention work and how your work can expand and strengthen the community partnerships. Respondents also are to describe the organization's intended approach to collaboration and coordination with other organizations providing similar services in the County. This should include, but not necessarily be limited to, steps that would be taken to explore the potential for sharing resources and avoiding duplication of services.

e. 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 the County.

ii. For each key team member, provide at least two references (names and current phone numbers) from recent relevant work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member. Use Attachment 6 Key Team Members Reference Sheet. More than one reference can come from the county and will count as distinct references, the references should be for separate services rendered.

f. 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.

g. 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 Jan 2, 2023 and all public meetings, draft and final documents fully completed by June 30, 2024.

h. 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 fiscal oversight.

i. Additional Relevant Information. This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 1 single-sided pages).

j. 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. Please note above in Section 4, that the total amount budgeted for resultant contracts from this RFQ for the 18-month period is estimated to be \$270,000. Respondent's individual budgets should include the following:

i. Two single agency line item budget forms Attachment 3, one each for the two periods January 2, 2023 to June 30, 2023 and July 1, 2022 to June 30, 2024. A subtotal of three forms should be

- provided (one Summary sheet and a Budget Worksheet for each of the two years.) Use Attachment 3, Line Item budget template.
- ii. A budget narrative utilizing a format similar to the sample provided in Attachment 2 describing costs and detailing cost allocation methods utilized to prepare the budget. A subtotal of two forms should be provided, one for each fiscal year of service. Use Budget Narrative template, Attachment 2
 - iii. A cost allocation plan that clearly differentiates between direct and indirect costs. Agency to ensure that the same costs that have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently.
 - iv. A federally approved negotiated indirect cost rate, if applicable. If Agency does not have such a negotiated indirect cost rate agreement, the Agency may claim an indirect cost rate of up to 10% of modified total direct costs, provided the Agency does not use the Direct Allocation Method for allocating indirect costs.
- k. Detailed Documentation of Financial Resources: The Respondent must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
- i. The Respondent's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
 - ii. 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 Respondent's business relationship with the financial institution is in positive standing.
 - iii. Documentation disclosing the amount of cash flows from operating activities for the Respondent'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.
- l. County Contract: Respondent's must include a statement of acknowledgment that the respondent has reviewed the County of Solano Standard Contract (EXHIBIT I – Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the respondent 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[s], will be finalized during the contract negotiation process, but the Deliverables outlined for each Project Category in Section 3 will be part of the Scope of Work]. If the respondent makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the respondent accepts these items without reservation or any qualifications.
- m. Submittal of Statement of Qualification(s): An electronic submission of Statement of Qualification(s) via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.

- i. **How to Register with Bonfire E-Procurement Platform:** The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and Statement of Qualification(s) to Solano County digitally. All respondents who wish to compete for County work, must register with Bonfire Interactive.
- ii. To subscribe with Bonfire Interactive and receive electronic notifications regarding upcoming and/or current bidding opportunities with the County of Solano, visit the vendor registration page at <https://solanocounty.bonfirehub.com/portal/?tab=login> and follow the instructions provided.
- iii. When registration is completed, respondents will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/contractors.
- iv. For further information, please contact Solano County Purchasing Services at Purchasing@solanocounty.com or (707) 784-6320.

7.0. EVALUATION OF STATEMENT OF QUALIFICATIONS

- a. Evaluation Committee: A County Evaluation Committee (CEC) will evaluate all Statement of Qualification(s). The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend Statement of Qualification(s) in accordance with the evaluation criteria set forth in this RFQ. Evaluation of the Statement of Qualification(s) shall be within the sole judgment and discretion of the CEC.
- b. Applicants who propose implementation of prevention services within the community (e.g., public policy, parent education classes) are required to have demonstrated a minimum of 2 years of experience* implementing similar ATOD prevention activities, with preference points given for local experience in Solano County, and/or for demonstrating strong experience in the specific area of focus. Selected organizations or individuals will be required to prepare reports that include detailing successes and challenges of ATOD prevention efforts and to input service data and documents proving completion of activities via a web-based system as required by County and/or funder.

*An exception to the requirement for 2 years’ experience implementing similar ATOD prevention activities is for an applicant from a Solano jurisdiction without a current ATOD Coalition and/or who has been working to establish an ATOD coalition and who can demonstrate at least 2 years’ experience working within that jurisdiction.

- c. Categories: The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE	Accumulated Total Points
General Qualifications and Experience	40	
Scope of Work/Program Description	30	
Interview/Presentation/Demonstration	20	
Budget	10	
Total Possible Points	100	

Categories	Points Possible	Points Total
General Qualifications and Experience		40
Applicant clearly articulates the capacity of the organization, including an organizational history, to accomplish ATOD prevention initiatives in Solano County. The project fits with the applicant's mission and goals.	8	
Applicant's (and subcontractors, if applicable) past accomplishments or current projects/efforts relate to the type of work required under this RFQ.	8	
Applicant has sufficient staff and/or contracted staff to <u>implement</u> the project. Staff have sufficient levels of education, qualifications, cultural competency, and experience. Applicant possess cultural humility and responsiveness, with staff and organizational leadership who reflect the racial, ethnic and cultural community it intends to serve. Applicant demonstrates passion for Substance Abuse Prevention community-based work. Applicant practices Cultural and Linguistic appropriate activities (CLAS) that utilize a stigma-reducing approach.	8	
Applicant demonstrates the appropriate levels of staffing with ability to collect, synthesize, analyze, <u>evaluate</u> , and report data related to proposed prevention project and services.	8	
Applicant has sufficient staff and experience to appropriately manage and <u>administer</u> , the technical and fiscal elements of the project, including timely reporting and invoicing.	8	

Categories	Points Possible	Points Total
Work Plan and Schedule		30
Applicant uses recent, relevant data to clearly identify the community(s), focus/at-risk population(s) and ATOD prevention service needs of the population. Demographics or other data/evidence of the need, rationale, and community readiness for the services are referenced.	4	
Project strategies/activities clearly link to Solano County's SPP strategies and logic model(s).	6	
Respondent clearly describes strategies, experiences, and skills required to successfully carry out work plan and evaluation. If more than one service category	8	

is proposed, applicant demonstrates a clear connection between the various strategies they have chosen.		
Applicant agency is local in Solano and demonstrates existing local connectedness in implementing programs through a cultural lens of the impacted community.	2	
Applicant describes a reasonable and thorough approach to collaborating with other stakeholders and engaging Solano team(s) and/or coalition(s) to support project efforts.	6	
Appropriate tracking/evaluation performance measures are identified and clearly described. The expected results/outcomes are clearly linked to the services in the scope of work. The evaluation plan including data collection tools and processes are clear and demonstrate how results will improve project.	4	

Categories	Points possible	Points Total
Equity		10
Applicant clearly demonstrates how resources will be used to address health inequities when planning, recruiting, and delivering services/activities within the community.	3	
Applicant clearly recognizes effective equity focused primary prevention approach, addressing the community determinants of health and the trauma rooted in communities most negatively impacted by the war on drugs.	2	
Applicant describes the systemic and structural inequities that shape communities living conditions through changes in policies, practices, and decision-making process.	3	
Applicant demonstrates commitment to social justice youth development and an asset-based approach to youth engagement	2	

Categories	Points Possible	Points Total
Budget		10
Requested funds are appropriate to carry out the program. The funding amounts are clearly related to the level of effort. Any other resources, including in-kind, that will support the proposed project are described.	4	
All line items (if applicable) are appropriate, related and responsive to the strategies and activities of the project. Applicant provides adequate justification for all line items and sufficient detail for staffing per examples provided including hourly rate, hours	4	

per week/biweekly/monthly, fringe benefit rate, etc. Subcontractor or partner budget(s) and narrative are justified and appropriate to the proposed project.		
The program leverages other resources and/or other funding, including in-kind, to support the project. This funding is described and identified.	2	

- d. Interviews: Respondents 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 the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The respondent must bear all costs incurred to attend.
- e. Best Value: The County will select the Statement of Qualification(s) that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the respondent with the lowest price 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 respondent(s), or to no respondents. The County reserves the right to award all, any, or none of the respondents and will not necessarily award the highest scoring respondent. Respondents are not guaranteed an award given the County’s need to address multiple strategies. The County will select the respondents with the best overall value.

8.0. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of Statement of Qualification(s) and final consideration of all pertinent information available, the County will either reject all Statement of Qualification(s) or issue a written notice of intent to award the contract to all respondents submitting a timely Statement of Qualification(s). The notice shall identify the qualified respondent(s) with which the County intends to contract. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated respondent.
- b. The identified respondent(s) 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 RFQ. 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.
- c. If a respondent fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the respondent, the County may cancel the award and award the contract to a different qualified respondent.

9.0. PROTEST AND APPEAL

Any actual responding firm 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 responding firm 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 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.

10.0. TERMS AND CONDITIONS

- a. The County's Purchasing & Contracting Policy Manual, found at <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.
- b. RFQ Amendment, Cancellation and Right of Rejection.
 - i. The County reserves the unilateral right to amend this RFQ in writing at any time by posting the amendment on the County's website. Respondents are responsible to view the website periodically for any amendments to the RFQ. Respondents shall respond to the final written RFQ and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all Statement of Qualification(s) or to cancel or reissue the RFQ.
 - ii. The County reserves the right, in its sole discretion, to waive variances in Statement of Qualification(s) provided such action is in the best interest of the County. Where the County waives minor variances in Statement of Qualification(s), such waiver does not modify the RFQ requirements or excuse the applicant from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any Statement of Qualification(s) to strict compliance with the RFQ.
- c. Confidentiality. The County 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. Respondents may clearly label part of a submittal as "**CONFIDENTIAL**" if the respondent 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 respondent of the request and delay access to the material until 7 working days after notification to the respondent. Within that time delay, it will be the respondent's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

11.0. ATTACHMENTS AND EXHIBITS

Attachment 1:	Intent to Propose Form
Attachment 2:	Sample- Budget Narrative
Attachment 3:	Budget Worksheet
Attachment 4:	Signature Page
Attachment 5:	Question and Answer Form
Attachment 6:	Key Team Member Reference Form
Attachment 7:	Non-Collusion Declaration Form
Attachment 8:	Certification of Compliance
Attachment 9:	Solano County Reservation
Attachment 10:	Drug-Free Workplace Certification
Attachment 11:	Disclosure of Criminal and Civil Proceedings
Attachment 12:	Debarment Certification
Attachment 13:	Solicitation Checklist
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

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

INTENT TO PROPOSE FORM

Date: _____

Email the following Intent to Respond form to Solicitation Coordinator as by August 1, 2022 5:00 P.M. PDT

To: County of Solano Purchasing Services
 Attention: _____
 Title: _____
 Email: _____

From:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

We intend to respond to this solicitation by the specified due date. By signing above, I certify that I am authorized by the Company named above to respond to this request.

**SOLANO COUNTY
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SAMPLE- BUDGET NARRATIVE-SAMPLE

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

1. Personnel

A. Program Director currently oversees the program and will spend 10% (.1 FTE) of their time hiring, supervising and training staff. This individual’s annual salary is \$26,596.00 (\$2,216.33 monthly) and will be covered for the 18 months of the contract

\$2,216.33 x 18 months x .1 FTE = \$3,989.39

Program Coordinator will spend 50% (.5 FTE) of their time managing and overseeing scope of work deliverables. This individual’s annual salary is \$22,656 (\$1,888 monthly) and will be covered for the 18 months of the contract.

\$1,888 x 18 months x .5 FTE = \$16,992

Program Assistant is a part-time assistant which will provide administrative support. This individual’s annual salary is \$6,800.00 (\$566.67 monthly) and will be covered for the 18 months of the contract devoting 75% (.75 FTE) of their time on the program.

\$566.67 x 18 months x .75 FTE = \$7,650

Total: \$28,361.39

B. Fringes Benefits –

FICA will be paid for all salaries: \$28,361.00 x .0765 = \$2,169.62

Unemployment cost is \$31,722.00 x 3 x .03 = \$2,855.00.

Retirement for full-time employees: \$48,596.00 x .06 = \$2,916.00.

Health Insurance cost for full-time employees is the following:

Director: \$357 x 18 months = \$4,284.00.

Coordinator: \$365 x 18 months = \$4,380.00.

Total: \$16,604.62

2. Operating Expenses

Category	Specifics	Amount
Office Supplies	including binders, file folders, printer paper, toner, staples, etc. \$100.00 per month x 18 months = \$1800.00	\$1800
Meeting Expenses	Room rentals, folding tables, snacks to provide supplies for administrative meetings, workshops, etc. \$75.00 x 18 months = \$900.00	\$900

Training/ Staff Development	Fees, travel, meals to provide supplies for professional development and orientation for staff. 4 trainings @ ~\$500 ea	\$2,000
Decoy Incentives	Gift Cards (not to exceed \$25/person) 4 @ \$25	\$100
Parent Project Materials	Books, 20 @ \$50 ea	\$1000
Parent Project Refreshments	Healthy meals, snacks, drinks	\$440
Parent Project Training	Registration fees	\$565
Mileage	.585 (current approved rate) x 100 miles	\$58.50
Dues and Subscriptions	To maintain memberships to professional organizations, city chamber of commerce,	\$250
Phone and Internet Service	This service is needed to stay connected to funding sources, parents, community collaborators and staff \$125.00 per month x 18 months = \$2,250.00	\$2,250
Postage	Includes mailing, postage of flyers, program announcements, etc. \$100.00 x 18 months = \$1800.00.	\$1,800
Printing	to include flyers, registration forms, handouts, workshop information, binding etc. \$41 x 18 months = \$500.00.	\$738
Total Operating Costs		\$11,902

3. Indirect Costs –

Allowable rate is 10% of personnel (salary plus benefits) unless organization has a federally approved rate.

Total: \$4,496.60

**SOLANO COUNTY
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COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

BUDGET WORKSHEETS- SUMMARY

The Budget Worksheet (ATTACHMENT 3) must be prepared according to the Budget Worksheet Instructions found on page 10. The total cost on the Budget Worksheet must equal or be less than the amount of your proposed annual budget.

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

RESPONDENT NAME _____

BUDGET SUMMARY

COST CATEGORY	Dates: <u>1/1/2023-6/30/23</u>	Dates: <u>7/1/23-6/30/24</u>	Category Totals
A. Personnel			
B. Operating Expenses			
C. Subcontractor			
D. Indirect Costs			
TOTAL			

**SOLANO COUNTY
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BUDGET WORKSHEET

YEAR 1: 01/01/2023-6/30/2023

(Budget will be prorated based on start date of contract)

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
SUBTOTAL PERSONNEL		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Rent & Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
SUBTOTAL OPERATING EXPENSES		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
<u>Indirect Costs</u>		
Indirect Costs		
SUBTOTAL INDIRECT COSTS		
GRAND TOTAL EXPENSES		

BUDGET WORKSHEET

YEAR 2: 07/01/2023-6/30/2024

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
SUBTOTAL PERSONNEL		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Rent & Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
SUBTOTAL OPERATING EXPENSES		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
<u>Indirect Costs</u>		
Indirect Costs		
SUBTOTAL INDIRECT COSTS		
GRAND TOTAL EXPENSES		

**SOLANO COUNTY
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COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

SIGNATURE PAGE

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), (NO) OR (N/A)

Non-Collusion Declaration (Complete form and return with Statement of Qualification(s))	
Certification of Compliance	
Reservations	
Disclosure of Criminal and Civil Proceedings	
Documents to be returned	
Other (Please specify):	

SIGNATURE AND ACKNOWLEDGMENT:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

BY SIGNING THE ABOVE, I CERTIFY THAT I AM AUTHORIZED BY THE COMPANY NAMED ABOVE TO RESPOND TO THIS FORM.

RETURN WITH YOUR STATEMENT OF QUALIFICATION

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

QUESTIONS AND ANSWERS FORM

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county’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 solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by email at nadespabiladeras@solanocounty.com or submit digitally via Bonfire E-procurement platform Solano County Portal. 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	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**SOLANO COUNTY
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COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

KEY TEAM MEMBERS REFERENCE FORM

Please provide below information for each key team member proposed in your Statement of qualification. Please provide at least 2 references per key team member.

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	

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

RETURN WITH YOUR STATEMENT OF QUALIFICATION

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

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

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 respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid. The respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham bid, or to refrain from bidding. The respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent. All statements contained in the bid are true. The respondent 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 respondent 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 respondent.

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 THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The respondent does hereby make certification and assurance of the respondent's compliance with:

- a) The laws of the County of Solano:
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) 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>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
<https://www.ada.gov/pubs/adastatute08.htm>
- f) 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,
- g) the condition that the submitted Statement of Qualification(s) was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the Procurement under this SOLICITATION.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

SOLANO COUNTY RESERVATIONS

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 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. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
2. The County reserves the right to waive any variances in Statement of Qualification(s) provided such action is in the best interest of the County.
3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
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 Statement of Qualification(s) considered not to be in the best interest of the County.
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 THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

DRUG-FREE WORKPLACE 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		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
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PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your Statement of Qualification(s).

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS**

DEBARMENT CERTIFICATION

I, _____, by submitting a bid/offer/ Statement of Qualification(s) /quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Contractor and/or 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 nor has been 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.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

SIGNATURE AND ACKNOWLEDGMENT:

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
REQUEST FOR QUALIFICATION (RFQ) NO.: 952-0519-22
COMMUNITY YOUTH-FOCUSED SUBSTANCE PREVENTION PROJECTS
CHECK LIST**

This Checklist is not comprehensive. it is the respondent's responsibility to ensure compliance with all requirements of this solicitation.	indicate by initialing
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents not to exceed 1 page	
Organization overview not to exceed 2 pages	
Statement of Qualification(s) formatted as per solicitation requirement	
Statement of Qualification(s) number of pages does not exceed the limit	
All attachments required by this Solicitation, are included	
All exhibits required by this Solicitation, are included	
A complete package of technical proposal as required is provided	
A complete cost proposal contains budget and budget narrative (as required)	
Amendment documents if exist, is/are included	
Any other documents if attached (specify)	
If any, were objections to the County contract submitted on Exhibit I during the period for questions and comments, as detailed in the Solicitation Schedule of Events. The County reserves the right to reject any qualifications or objections to the contract if included in respondent's submittal, if not identified and submitted to the county on Exhibit I. the county responded to Exhibit I inquiries via an amendment to this solicitation document	

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

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]

This Contract is entered into between the County of Solano 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 _____, 2023.

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

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/22/18

SCOPE OF WORK

[Actual scope of work to be negotiated upon contract award
but shall include the Deliverables outlined for the relevant Category.]

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

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 any 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 for an alternate final invoice submission deadline 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, 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: **\$2,000,000** 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.
(Including operations, products and completed operations.)
- (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 County 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, County 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 County. 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 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

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

(a) 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.

(b) 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.

(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 coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor. If not covered under the Contractor’s Professional Liability policy, such “property” coverage of the County 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 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 provide the required certificates and endorsements 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 constitute cause for termination of 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. The contract may be terminated at County's sole discretion.

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. 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 County as set forth in 2 C.F.R. part 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 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 County 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 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. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- 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 any protected class; (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 a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been 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.

B. 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 the County 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 County processing 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.

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.

SPECIAL TERMS AND CONDITIONS

[Additional special terms and conditions may be negotiated upon contract award]

1. SPECIAL RESPONSIBILITIES OF CONTRACTOR

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

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit " D-1 ".

3. CHILD ABUSE

Contractor shall execute the form attached as Exhibit " D-2".

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

CHILD ABUSE REPORTING REQUIREMENTS

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

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

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

Name:

Title: _____

Date: _____