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**REQUEST FOR PROPOSALS (RFP)
NUMBER: 988-0812-23
FOR
INTEGRATED WATER SUPPLY AND DRAINAGE
IMPLEMENTATION FRAMEWORK –
UNINCORPORATED COUNTY**

**RELEASE DATE: AUGUST 12, 2022
RESPONSE DUE: SEPTEMBER 14, 2022, 5:00 PM, PST**

SUBMIT PROPOSAL TO:	RFP COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	Umiika Wright, RFP Coordinator Phone: 707-784-3236 uwright@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 proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform. Proposers are responsible for frequently checking the Bonfire Platform at https://Solanocounty.Bonfirehub.Com for any changes or information relating to this RFP.	
"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 Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of services as further described in Section (3) of this RFP.

The County of Solano, Department of Resource Management, hereinafter referred to as the "County," intends to secure a contract with a qualified proposer to develop the first water management framework (Framework) for the unincorporated county which integrates water supply, flood protection, and drainage planning and implementation based on One Water approach. The goal of the Framework is to provide guidance and resources toward the development of a water/drainage master plan.

2.0. BACKGROUND

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021. The ARPA provides funding for direct relief in the continued response and recovery to the COVID-19 Pandemic. Funding is being distributed through the Federal and State budget process. Both direct and indirect allocation of ARPA funds are available to local Cities and Solano County.

Solano County received a direct federal funding allocation under the ARPA - Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program of \$86,949,405. The use of the direct funding allocation must be in-line with eligible spending categories as defined by the US Treasury. Funding can be used to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024. All obligations incurred must be fully expended by December 31, 2026.

According to the U.S. Treasury Compliance and Reporting Guidance, Solano County may use ARPA SLFRF in the ways that best suit the needs in the County within four broad statutory categories:

- To respond to the COVID-19 public health emergency or its negative economic impacts
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay such as eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed eligible work
- For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- To make necessary investments in water, sewer, or broadband infrastructure.

The Solano County Board of Supervisors has undertaken a process to determine the best use of funds locally, including:

- Public meetings to receive input
- A widely distributed community engagement survey
- A review of local reports and needs assessments
- Presentations from workgroups of subject matter experts to provide options and recommendations on specific projects for funding under the eligible categories

This RFP is a result of an approved project by the Solano County Board of Supervisors. While the project was approved the Board under an eligible category, additional eligibility criteria may be required to meet the terms of the ARPA SLFRF based on the most recent guidance by the United States Department of Treasury which can be found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

On April 26, 2022, the Board of Supervisors approved an allocation of \$300,000 to fund the development of a region-wide (unincorporated County) One Water framework project for water resources planning and implementation. Since the project is funded under the federal SLFRF program, it will need to meet the requirements and terms and conditions described in Exhibit D - ARPA SLFRF Compliance and Reporting Requirements.

3.0. SCOPE OF SERVICE/ PROJECT

Background

Local entities in Solano County through various efforts have developed multiple planning documents, tools and suites of potential projects to help evaluate and/or solve complex problems associated with water supply or flood management. Many of the strategies and projects were developed to address a single problem, such as mitigation of flood impacts in a designated location or providing a water supply for a localized area. Rather than individual interest groups seeking to solve the water supply / flood challenges separately, there are opportunities for collaboration to re-evaluate the suite of programs, strategies and projects in order to seek comprehensive, sustainable, equitable, and integrated solutions supported by all as a One Water approach. Example projects include; watershed-level planning to incorporate water and drainage infrastructure that will reduce downstream flooding and increase water availability by utilizing farms and conservation lands as seasonal recharge for groundwater storage, evaluation of water system consolidations for supply reliability, and identification of key target areas for focused projects for watershed improvements. One Water approach recognizes that all water has value and can be managed carefully to maximize its benefits such as integrating drainage systems to recharge groundwater supplies and/or enhance ecosystem services thereby achieving multi-beneficial solutions.

Project Description

The Contractor shall perform all necessary travel, professional analysis, outreach, and work required to prepare a One Water Framework as a basis by which a master integrated water management plan will be developed for implementation as a future project. The Framework integrates water management goals and implementation of water supply, wastewater/recycled water, stormwater/drainage and flood protection along with watershed stewardship and agricultural sustainability within unincorporated county-wide region in a holistic manner by evaluating and prioritizing previously proposed projects for multiple benefits. Key multi-benefit project components will be aligned into projects to optimize near-term and long-term priorities and prepare for future funding opportunities. The Contractor will coordinate with representative federal, state, and local entities and stakeholder to gather and re-examine programs and projects, coordinating with stakeholders to identify criteria and priorities, and recommended actions for the Framework through an outreach process.

The Framework will be developed in a phased approach through a collaborative process including,

- 1) Re-evaluate the suite of previously proposed water supply, wastewater/recycled water, and stormwater/drainage programs and projects in the unincorporated County through a multi-benefit approach and identify collaborators and partners to develop water management goals and objectives,
- 2) Develop criteria and priority projects for implementation consideration with a focus on water supply and stormwater/drainage projects, and
- 3) Explore financing strategies and funding source(s) to develop pilot projects.

This project will result in a comprehensive list of integrated priority water resource projects and action recommendations that can be implemented in the unincorporated County.

Scope of Service

Phase 1

Task 1. Outreach, Project Inventory and Integrated Goals

Task 1.1 - Develop a communications and engagement action plan (Action Plan) to identify key stakeholders, inform and guide the project including outreach approach, project milestones, and timelines to meet key objectives and deliverables. Identify project collaborators and partners and establish a working group steering committee for planning and decision making.

Task 1.2 – Using the Action Plan, initiate and coordinate with local and regional entities including the Solano County Water Agency (SCWA), Groundwater Sustainability Agencies, Solano and Dixon Resource Conservation Districts, Solano Irrigation District, Maine Prairie, Reclamation Districts, Rural North Vacaville Water Agency, and other water and wastewater purveyors (e.g., Cities of Vallejo, Fairfield, Vacaville, Dixon, and etc.) and other interested stakeholders to research, gather, and review existing water / drainage and other water management plans, initiatives, and previously proposed water/drainage infrastructure projects.

Task 1.3 - Compile a comprehensive list of water management plans and proposed infrastructure projects including GIS mapping of project areas and other associated data. Examples of known existing plans include the Solano Sub-basin Groundwater Sustainability Plan, County and City General Plans, SCWA Flood Control Master Plan, SCWA 5-year Water Management Plan Update, San Francisco Bay Area and Westside Sacramento Integrated Regional Water Management Plans, capital improvement plans, Solano County Climate Action Plan, and others which may include proposed water and drainage projects. Interviews with lead agencies to identify other water, drainage, and flood control projects for consideration.

Task 1.4 – Assess and identify needs and opportunities for collaboration and integration including weaknesses and challenges in water supply reliability and adequacy, resilience on infrastructure, drainage and flood control management, and others and opportunities to improve resilience, efficiencies, costs, and co-benefits.

Task 1.5 - Develop One Water integrated goals and objectives for Framework development based on identified needs and opportunities and review of plans and projects and input from the steering committee and stakeholder outreach. The goals and objectives will be based on common areas of concern among participating collaborators and partners.

Phase 1 Deliverables

- Engagement Action Plan and project schedule including milestones and deliverables.
- Formation of a steering committee working group for the Framework planning process
- Electronic inventory list of existing water management plans and projects including data collected from various research efforts, surveys, interviews scripts, etc.
- Appropriate number of working group and public meetings to gather and develop goals/objectives and the framework. Prepare, facilitate, and organize a minimum of monthly steering committee meetings and quarterly public meetings.
- Slide presentations, meeting agendas and notes, memos, and stakeholder outreach and workshop materials
- Documentation of public inputs and comments.

- Integrated One Water goal and objective setting
- Monthly invoicing with associated task activity descriptions
- Submit quarterly progress reports two weeks prior to the end of each quarter (see details of required quarterly reporting in Task 5. - ARPA SLFRF Compliance and Reporting Requirements)

Phase 2

Task 2. Criteria and Prioritization of Projects

Task 2.1 - Engage stakeholders through public workshops to develop criteria to prioritize integrated project solutions based on established One Water goals and objectives developed in Task 1 and other elements. The stakeholder outreach workshops shall: 1) review the findings of the existing information; 2) discuss and establish stakeholder priorities; and 3) identify criteria for evaluating successful project integration for existing proposed projects and activities and potential future projects. The development of project criteria and prioritization process shall include funding availability, costs and benefits including social and environmental benefits, co-benefits, trade-offs, project impacts, barriers to implementation, and lead agency or stakeholder roles.

Task 2.2 - Evaluate potential integrated water supply and drainage projects based on the developed priority criteria in Task 2.1. Project evaluation will be an iterative public process including creation of a matrix of criteria, priorities, benefits, barriers, and costs for implementation, and potential financing strategies. The goal of the evaluation is to identify high-priority integrated projects that can be implemented at either a pilot (small-scale) basis or on a full-scale basis. Results of the evaluation with recommendations will be presented to stakeholders in workshops for feedback and refinement. A final list of potential and recommended water infrastructure opportunities and synergies between them to achieve multiple benefits and optimum use of existing resources shall be incorporated into the Framework.

Task 2.3 – Incorporate adaptive planning as part of the Framework to anticipate future changing circumstances due to climate change and other factors. As part of the adaptive planning, performance metrics shall be identified and developed to monitor changing conditions and assist in the decision-making process regarding near-term, mid-term, or long-term project development strategies.

Task 3. – Financing Strategies

Task 3.1 Develop financing strategies for priority project implementation including exploring cost share arrangements with partners based on shared benefits and collaborating with key partners which may provide alternate funding sources (e.g., bonds and revolving funds) other than traditional federal and state sources along with identifying lead agencies for each project.

Task 4. – Framework

Develop one administrative and one public draft and one final Water Framework based on components included in Tasks 1 – 3.

Task 5. - ARPA SLFRF Compliance and Reporting Requirements

All or part of this contract will be paid with Federal awards. The selected contractor will be designated as a sub-recipient and the federal funds received under this contract are designated as a subaward of the ARPA SLFRF.

The selected contractor shall be responsible for ARPA SLFRF related reporting by project, including but not limited to:

- Quarterly reporting on performance as related to activities and outcomes identified in Exhibit A;
- Identifying primary, secondary, and tertiary impacted and/or disproportionately impacted populations served;

- Identifying the structure and objectives of assistance programs, including negative economic impacts experienced;
- Identifying how Contractor’s approach to ensuring response is reasonable and proportional to negative economic impacts of the COVID-19 pandemic;
- Identifying the amount of the project spending that is allocated toward evidence-based interventions;
- Identifying efforts to promote equitable outcomes, including how project was designed with equity in mind; and
- Other reporting based on project category.

In addition, the selected contractor must comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit Requirements. The selected contractor must register at the System for Award Management (SAM) and provide the County with the Universal Entity Identifier (UEI) prior to expenditure of funds.

Phase 2 Deliverables

- Appropriate number of steering committees working group and public meetings including workshops and one Board of Supervisors presentation. Prepare, facilitate, and organize a minimum of monthly steering committee meetings, quarterly public meetings, and one presentation at the Board of Supervisor.
- Slide presentation, meeting agendas and notes, memos, and stakeholder outreach and workshop materials
- Two draft One Water Framework Reports (Internal Administrative Draft and Public Draft)
- Final One Water Framework Report
- Documentation of comments and responses on Report
- GIS mapping and database
- Monthly invoicing with associated task activity descriptions
- Quarterly progress reports submitted two weeks prior to the end of each quarter (see details of required quarterly reporting in Task 5. ARPA SLFRF Compliance and Reporting Requirements)
- Electronic copies of all materials used to generate the One Water Framework Report and associated efforts including presentations, memos, spreadsheets, meeting notes, GIS mapping shapefiles and data sets, etc. shall be made available for electronic download.

4.0. CONTRACT DURATION AND FUNDING AVAILABILITY

The County intends to award one (1) two-year contract with an estimated cost not to exceed \$300,000 to the responsible proposer whose proposal is determined to be the most responsive to the requirements of this RFP. 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 proposer or multiple proposers. The term of the resulting contract(s) will begin in **November 7, 2022** and terminate in **June 30, 2024**.

5.0. SCHEDULE OF EVENTS

Aug 12, 2022	RFP issued
August 26, 2022	Questions concerning RFP and project emailed to UWright@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..
August 31, 2022	The County's response to questions posted on Bonfire E-Procurement Platform website at https://solanocounty.bonfirehub.com .
Sep 14, 2022	An electronic submission of Proposals 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.
TBD	Vendor Interviews and Presentations (If Required)
TBD	Notification of selected contractor
TBD	Contracting process
Nov 7, 2022	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>.. Proposers shall frequently check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFP.

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 PROPOSERS

Please prepare your proposal in accordance with the following requirements.

- a. Proposal. The proposal (excluding the cover letter, resumes and a copy of the RFP) may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. Number each page consecutively. A copy of the RFP and resumes must be included in an appendix to the proposal.
- b. Cover Letter. The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must state that the proposal is valid for a (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 proposer to negotiate a contract with the County must sign the cover letter.

Address the cover letter as follows:

Solano County General Services Department
Purchasing Services
675 Texas Street Suite 2500
Fairfield, CA 94533
Attention: Umiika Wright, RFP Coordinator

- c. Approach and Management Plan. This section shall provide the proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, County staff and any other parties that may have a significant role in the delivery of this program.

Proposers 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.

- d. 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 with similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions for each key team members. Project experiences with One Water resource planning and development, land use planning, facilitation / public process management, experience working with landowners, water supply and drainage infrastructure development, and GIS are desirable and preferred. 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 three references (names and current phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member Use Attachment 6 - Key Team Members Reference Sheet.
- iii. The proposer shall provide three (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. Use Attachment 5 - Agency Reference Sheet.

- e. 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.

- f. 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 **November 2022** and all public meetings, draft and final documents fully completed by June 2024.

- g. Cost Control. This section shall provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
- h. Additional Relevant Information. *This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).*
- i. 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.
- j. Detailed Documentation of Financial Resources: The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
 - i. The Proposer'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 Proposer's business relationship with the financial institution is in positive standing.
 - iii. Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
- k. County Contract: Proposers must include a statement of acknowledgment that the proposer 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 proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.
- l. Submittal of Proposal: An electronic submission of Proposals 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.
- m. **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 proposals to Solano County digitally. All proposers who wish to compete for County work, must register with Bonfire Interactive.

7.0. EVALUATION OF PROPOSALS

- a. Evaluation Committee: A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.
- b. Categories: The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	20
Scope of Work/Program Description	30
Understanding of the Work Plan and Innovative Approaches	20
Budget	30
Total Possible Points	100

- c. Interviews: The top-rated firms scoring highest on the first round of evaluations may be invited for an interview and further rated. The County reserves the right to determine the number of proposers to be interviewed. The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews and proposal presentation. Additional questions may be requested ahead of time to discuss at the interview. At the end of the interview process, the CEC will re-rank the firms to determine the best evaluated firm. 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 proposer must bear all costs incurred to attend.
- d. Best Value: The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single proposer or multiple proposers.

8.0. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all pertinent information available, the County will either reject all proposals or issue a written notice of intent to award the contract to all proposers submitting a timely proposal. The notice shall identify the apparent best evaluated proposal. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Standard Contract included in Exhibit I to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.

- c. If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may cancel the award and award the contract to the next best evaluated proposer.

9.0. PROTEST AND APPEAL

Any actual proposer who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such proposer 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. Proposers shall frequently check the County website and the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFP.

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 RFP by this reference and governs this RFP.
- b. RFP Amendment, Cancellation and Right of Rejection.
 - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFP. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
 - ii. The County reserves the right, in its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
- c. Confidentiality. The County will retain a master copy of each response to this RFP, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

11.0. ATTACHMENTS AND EXHIBITS

Attachment 1: Sample- Budget Narrative – Sample
Attachment 2: Budget Worksheets – Summary
Attachment 3: Signature Page
Attachment 4: Question and Answer Form
Attachment 5: Agency Reference Form
Attachment 6: Key Team Member Reference Form
Attachment 7: Non-Collusion Declaration Form Pursuant to Public Contract Code Sec. 7106
Attachment 8: Certification of Compliance
Attachment 9: Solano County Reservations
Attachment 10: Drug-Free Workplace Certification
Attachment 11: Proposing Firm’s 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 ARPA Terms and Conditions

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 988-0812-23
INTEGRATED WATER SUPPLY AND DRAINAGE IMPLEMENTATION FRAMEWORK –
UNINCORPORATED COUNTY**

SAMPLE- BUDGET NARRATIVE-SAMPLE

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

1. Personnel

A. Salary –

Total: \$55,396.00

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

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

Program Assistant is a part-time assistant which will provide (describe services). This individual’s annual salary is \$10.00 per hour for 20 hours a week for 34 weeks of the contract year totaling \$6,800.00.

B. Fringes Benefits –

Total: \$18,629.00

FICA will be paid for all salaries: $\$55,396.00 \times .0765 = \$4,237.79$.

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

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

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

Director: $\$357 \times 12 \text{ months} = \$4,284.00$.

Coordinator: $\$365 \times 12 \text{ months} = \$4,380.00$.

2. Operating Expenses

A. Travel –

Total: \$1,689.00

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

Program Director 300 miles $\times 0.445 = \$134$; Daily Subsistence $\$91.75 \times 5 \text{ days} = \458.75 ; Total \$593.00.

Program Coordinator 200 miles $\times 0.445 = \$89$; Daily Subsistence $\$91.75 \times 5 \text{ days} = \458.75 ; Total \$548.00.

Program Assistant 200 miles $\times 0.445 = \$89$; Daily subsistence $\$91.75 \times 5 \text{ days} = \458.75 ; Total \$548.00

B. Equipment Purchases –

Total: \$1,200.00

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

- C. Transportation –Recipient** **Total \$5,280.00**
 Due to the lack of transportation services in the County, transportation is provided for families and children to participate in activities.
 Gas: \$100.00 a month x 12 months = \$1200.00
 Insurance: Automobile Liability per year for \$1380.00
 Repair and Maintenance: Routine Maintenance for Van (oil change, tires, etc.) as needed \$300.00
 Van Rental for use of County Transportation Vans (\$200.00 a month x 12 months) = \$2,400.00.
- D. Medical Supplies and Expense –** **Total \$100.00**
 4 First-aid kits will be purchased in case of a medical emergency. 4 x \$25.00 = \$100.00
- E. Facility Expenses –** **Total \$7,133.00**
 Monthly rent and utilities cost is necessary for the site location to provide the services and activities. The cost is pro-rated at 50% for Rent and Utilities because the Department of Education contract covers the other 50% of the cost.
- Rent:** \$600.00 a month (pro-rated 50% of usage) \$300.00 x 12 months = \$3600.00.
Utilities: \$300.00 a month (pro-rated 50% of usage) \$150.00 x 12 months = \$1800.00.
Repair/Maintenance: \$50 a month x 12 months = \$600.00.
Janitorial Supplies: \$30 a month x 12 months = \$360.00.
Liability/Property Insurance: \$1546.00 per year (pro-rated 50%) = \$773.00.
- F. Other –** **Total \$11,151.00**
Meeting Supplies: to provide supplies for administrative meetings, workshops, etc. \$75.00 x 12 months = \$900.00.
Employee Training: to provide supplies for professional development and orientation for staff. \$41.67 x 12 months = \$500.00.
Dues and Subscriptions: to maintain memberships to organizations \$10.00 x 12 months = \$1200.00.
Flex Funds: to provide financial support to participants, pay bills, and provide clothing, etc. \$91.66 per month x 12 months = \$1100.00.
Office Supplies: including binders, file folders, printer paper, toner, staples, etc. \$100.00 per month x 12 months = \$1200.00
Phone and Internet Service: This service is needed to stay connected to funding sources, parents, community collaborators and staff \$125.00 per month x 12 months = \$1500.00
Postage: Includes mailing, postage of flyers, program announcements, fiscal reports, etc. \$100.00 x 12 months = \$1200.00.
Printing: to include flyers, registration forms, handouts, workshop information, binding etc. \$41.67 x 12 months = \$500.00.
Advertising: to include hiring notices, meetings, special events \$50.00 x 12 months = \$600.00.
Sub-Contracting for Lawn and Parking lot: to maintain the appearance and safety of the outside area of the organization \$83.33 x 12 = \$1,000.00.
Curricula Cost: (Name Curricula and population it will serve): \$1200.00.
 Snacks: provided for meetings, participants, etc. \$70.92 x 12 months = \$851.00.
- G. Indirect Costs –** **Total \$0**
 Please provide a percentage based on the agency’s cost allocation plan unless the agency is using the Direct Allocation Method.
- Total: \$100,000**

**SOLANO COUNTY
 REQUEST FOR PROPOSALS (RFP) NO.: 988-0812-23
 INTEGRATED WATER SUPPLY AND DRAINAGE IMPLEMENTATION FRAMEWORK –
 UNINCORPORATED COUNTY**

BUDGET WORKSHEETS- SUMMARY

The Budget Worksheet (ATTACHMENT 2) must be prepared according to the Budget Worksheet Instructions found on page 10 of this RFP. The total cost on the Budget Worksheet must equal or be less than the amount of the annual budget as described on page 7 of this RFP.

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

PROPOSER NAME _____

BUDGET SUMMARY

COST CATEGORY	Start Up Budget Year 1 Only	Dates: <u>11/7/22-12/31/23</u>	Dates: <u>1/1/24-6/30/24</u>	
A. Personnel				
B. Operating Expenses				
C. Subcontractor				
D. Indirect Costs				
TOTAL				

**SOLANO COUNTY
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BUDGET WORKSHEET

YEAR 1: 11/07/2022-12/31/2023

(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: 01/01/2024-6/30/2024

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		

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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 proposal)	
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 PROPOSAL

**SOLANO COUNTY
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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 UWright@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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UNINCORPORATED COUNTY**

AGENCY REFERENCE FORM

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

LIST OF REFERENCES

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

Company/Firm Name			
Address			Zip: <input style="width: 50px;" type="text"/>
Contact Name			
Email		Phone	<input style="width: 100px;" type="text"/>
Fax		Signature	<input style="width: 150px;" type="text"/>

RETURN WITH YOUR PROPOSAL

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KEY TEAM MEMBERS REFERENCE FORM

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

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

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

RETURN WITH YOUR PROPOSAL

**SOLANO COUNTY
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UNINCORPORATED COUNTY**

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed by:

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 3.

**SOLANO COUNTY
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INTEGRATED WATER SUPPLY AND DRAINAGE IMPLEMENTATION FRAMEWORK –
UNINCORPORATED COUNTY**

CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer'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.html>
- 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 proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 3.

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 988-0812-23
INTEGRATED WATER SUPPLY AND DRAINAGE IMPLEMENTATION FRAMEWORK –
UNINCORPORATED COUNTY**

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 proposals 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 proposals 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 3.

**SOLANO COUNTY
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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
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UNINCORPORATED COUNTY**

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 proposal.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 3.

**SOLANO COUNTY
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DEBARMENT CERTIFICATION

I, _____, by submitting a bid/offer/proposal/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
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SOLICITATION CHECKLIST

This Checklist is not comprehensive. it is the proposer’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	
Proposal formatted as per solicitation requirement	
Proposal 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 proposer’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 _____, 2022.

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

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:
(Including operations,
products and completed
operations.) | \$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. |
| (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 "Anti-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 ARPA TERMS AND CONDITIONS

[Additional Special Terms and Conditions may be negotiated upon contract award]

1. SUB-RECIPIENT COMPLIANCE

A. All or part of this contract will be paid with Federal awards. Contractor is designated as a Sub-recipient and the federal funds received under this contract are designated as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Funds, payments, expenses, and procurements under this contract must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including but not limited to, the US Treasury Final Rule (31 CFR Part 35), CSLFRF Compliance Reporting Guidance, and CSLFRF Frequently Asked Questions and all amendments or successor laws, regulations, or guidance thereto.

B. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any contracts it enters into with other parties relating to or involving funding under this contract.

C. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA CSLFRF funding. Contractor shall return to County any funds disallowed within (90) ninety days of notification from County to return such funds.

D. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a Sub-recipient. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

2. REPORTING

Contractor agrees to comply with and support all applicable ARPA CSLFRF reporting requirements and all reporting requirements otherwise stated in the contract, including, but not limited to, providing reports to the County as requested. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

Contractor shall be responsible for ARPA CSLFRF related reporting by project, including but not limited to:

- Quarterly reporting on performance as related to activities and outcomes identified in Exhibit A;
- Identifying primary, secondary, and tertiary impacted and/or disproportionately impacted populations served;
- Identifying the structure and objectives of assistance programs, including negative economic impacts experienced;
- Identifying how Contractor's approach to ensuring response is reasonable and proportional to negative economic impacts of the COVID-19 pandemic;
- Identifying the amount of the project spending that is allocated toward evidence-based interventions;
- Identifying if a program evaluation is being conducted;
- Identifying efforts to promote equitable outcomes, including how programs were designed with equity in mind; and
- Other reporting based on project category.

3. UNIFORM ADMINISTRATIVE, COST PRINCIPLES, AND AUDIT REQUIREMENTS

A. Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include but are not necessarily limited to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

B. Contractors who receive federal funding which taken together total over \$750,000 in a single fiscal year are required to have a single agency audit in accordance with 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

4. SYSTEM FOR AWARD MANAGEMENT

Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this contract unless the entity has provided its Unique Entity Identifier to County. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

5. PUBLIC ACKNOWLEDGEMENT OF FUNDS

Contractor shall appropriately acknowledge funding from the County of Solano ARPA CSLFRF.

Appropriate acknowledgement is defined as follows:

- A. Includes the County of Solano logo;
- B. Includes the statement, "Made possible by funding from the County of Solano";
- C. The statement and logo must be included in all public materials that mention the funded programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

6. START-UP PERIOD

Without limiting any remedy available under section 4 or section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within six (6) months of the effective date of this Contract, County reserves the right, in the sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.