

# **REQUEST FOR PROPOSALS**

**for**

## **Traffic Engineering Consulting Services for Solano County Department of Resource Management**

Proposals due 2:00 p.m. on Friday, January 26, 2024

**Solano County Department of Resource Management**  
675 Texas Street, Suite 5500  
Fairfield, California 94533

Contact Person: Matt Tuggle, Engineering Manager  
Email: [MRtuggle@solanocounty.com](mailto:MRtuggle@solanocounty.com)

**SOLANO COUNTY DEPARTMENT OF RESOURCE MANAGEMENT  
(PUBLIC WORKS)  
REQUEST FOR PROPOSALS FOR  
TRAFFIC ENGINEERING CONSULTING SERVICES**

**BACKGROUND**

Solano County Public Works Division invites qualified and experienced traffic and transportation consultants to submit proposals to perform a comprehensive Traffic Impact Analysis, capacity analyses, peer reviews of new projects and traffic model data, and a Local Road Safety Plan update. These consultant services will enhance Solano County's understanding of existing traffic conditions, assess the traffic impacts of new development projects, and prioritize safety improvements for the community's well-being.

**DESCRIPTION OF SERVICES TO BE PROVIDED**

This Request for Proposals seeks qualified professionals with the knowledge and capability to perform the duties of the following positions:

**Traffic Engineer (TE) or Professional Traffic Operations Engineer (PTOE)**

- Conduct a thorough analysis of existing traffic conditions in development focus areas.
- Propose mitigation measures to address identified issues.
- Provide peer reviews of traffic reports related to the County's new development projects.
- Evaluate the capacity of the road network in focus areas to handle existing and future traffic volumes.
- Provide recommendations for corridor and intersection capacity and safety improvements.
- Evaluate accident data for type and severity along roads with a history of accidents and propose updated safety countermeasures and improvement strategies.
- Provide a narrative and project update to Solano County's Local Road Safety Plan.

**Minimum Qualifications**

- Prior experience in conducting traffic impact analyses, especially for local and regional projects, both urban and rural.
- Understanding of traffic mitigation measures, including vehicle miles traveled mitigations, regarding the California Environmental Quality Act.
- Expertise in using industry-standard traffic modeling software and tools.
- Knowledge of local and national transportation regulations and standards.
- Understanding of local regulations: Familiarity with local zoning regulations, traffic codes, and transportation planning guidelines.
- Proficiency in using traffic simulation and modeling software (e.g. VISSIM, Synchro, TransModeler)
- Familiarity with Geographic Information System (GIS) tools for mapping and spatial

analysis.

### **Preferred Qualifications**

- Strong communication skills to effectively convey complex technical information to stakeholders, including local government officials and the public.
- Experience in coordinating with multiple stakeholders, such as government agencies, developers, and community groups.
- The capacity to identify and solve transportation-related challenges and bottlenecks.
- Proven ability to propose effective and feasible mitigation measures.
- Demonstrated ability to manage projects efficiently, meet deadlines, and stay within budget.

All staff proposed for positions as required by this RFP shall have practical knowledge and extensive experience working with the Caltrans (CT) Highway Design Manual, CT Standard Specifications (May 2018), CT Construction Manual, and the CA MUTCD. Staff proposed shall also be familiar with the CT Standard Plans (May 2018), CT policy directives, Construction Manual Supplement for Local Agency Resident Engineers, Local Agency Structure Representative Guidelines, CT Quality Control/Quality Assurance Practices, and typical project special provisions and contract plans.

The County will make every reasonable effort to provide a minimum of five (5) business days' notice before services are needed. The successful proposer (Consultant) must enter into a contract agreement with the County. Consultant, Contractor, and successful proposer are interchangeable in this RFP but shall be termed Consultant for purposes of clarity. The County and Consultant will establish separate Task Orders for scopes of work and fee amounts for the variety of contract tasks needed.

### **EQUIPMENT, SUPPLIES AND MATERIALS TO BE PROVIDED BY THE CONSULTANT**

The Consultant shall provide their own transportation, vehicles, inspection equipment, and safety gear to perform their job duties in a successful and professional manner. **Approved work vehicle mileage can be billed to the County using the standard government mileage rate (SGMR) as defined by the IRS, which is currently Year 2024 and as authorized in future modifications to the SMGR modified by the IRS.** The Consultant shall provide laptop computer(s) with MS Office, and all other software necessary to conduct their duties and studies. Any required training, to comply with Cal OSHA requirements, shall be provided to their staff prior to reporting to the worksite. Consultant shall also be responsible to include in their proposal any other subconsultants, laboratory facilities, and/or business offices required to successfully accomplish the work described herein.

Note: The Consultant shall provide automotive and general liability insurance in a minimum amount of two million dollars, naming Solano County as an additional insured (See Exhibit C).

## GENERAL REQUIREMENTS

Exhibits A through C are Solano County Standard Contract for the work to be performed and these requirements will be incorporated into the final contract. It is anticipated that the selected Consultant shall enter into such a contract agreement. If the Consultant has any exceptions to the Standard Contract, it shall be clearly identified in the proposal under a separate section entitled "Exceptions". If the Consultant has any exceptions to tasks described in this RFP these items shall also be identified in the proposal under a separate section entitled "Exceptions". The County reserves the right to deem a proposal non-responsive where substantial exceptions or numerous exceptions are identified by the Consultant. **Refer to Exhibit A and Exhibit C, Requirements 14 and 15 for Confidentiality and Conflict of Interest contract terms.**

## PROPOSAL SUBMITTAL

The Consultant shall submit three (3) copies of the proposal to the Solano County Department of Resource Management, Public Works, Attn: Matt Tuggle, Engineering Manager, 675 Texas Street, Suite 5500 (5<sup>th</sup> Floor), Fairfield, California 94533 no later than 2:00 p.m. local time, **Friday, January 26, 2024**. Alternatively, RFP documents can be electronically sent via email to [mrtuggle@SolanoCounty.com](mailto:mrtuggle@SolanoCounty.com). For ease of comparison, the proposal must address the following items in the order listed. While additional information may be submitted, each point in the list below must be addressed in the written proposal. The Department reserves the right to reject any proposal not meeting these criteria. At a minimum, the proposal shall list the following information for each project:

1. The name, address, and telephone number of the firm. In the case of a national or intentional corporation, list the information for the regional office which will be performing the services.
2. A narrative describing how the Consultant will perform the required services. This narrative should show a detailed outline of the major tasks involved and the amount of time required for each. The date and scope of any Consultant submittal and of any required County actions or responses should be given.
3. A listing of all professional personnel performing the work include resumes of these individuals, highlighting experience relevant to the services required herein.
4. The Consultant shall submit a cost proposal to provide services identified in Exhibit A – Scope of Work. Please provide hours and rates for each classification of employee, as well as list the type of scoped activities that the employees would work on. The cost proposal shall be submitted in a separate sealed envelope(s) and will remain sealed until the selection of a Consultant is made. The County reserves the right to award any combination of services.
5. List agencies or firms for which your firm has performed similar work. At a minimum, this listing shall include:

- a. A description of the scope of work and time period of contract.
  - b. The names, address, and telephone number of an agency representative who is thoroughly familiar with the project.
  - c. A listing of the members of the proposed team, if any, who worked on the project.
6. **Related Experience** – project completed by your firm that is comparable to the projects listed for this RFP. Identify designated personnel and their roles on these projects.
  7. **Responsible Personnel** - List the Principle-in-Charge, Project Manager, and key project staff who will be directly involved in this project. Professional qualifications, registration numbers, and applicable experience of each person are required. Include all anticipated sub-consultants, listing names, addresses, and telephone numbers, key staff, and their expected hours to be committed to the project. A project organizational chart of key personnel shall be included. Every person whose resume is provided shall be shown on the organization chart.
  8. **Consultant Fees** – In a separate sealed envelope, provide a proposal including the hourly cost for all staff required for this work which will be billed to the County, the cost per laboratory material test/testing for any specified material tests required, and the cost of vehicle mileage (see Exhibit B of the Standard Contract for a sample), equipment, materials, office supplies and any other costs associated with the project to complete a successful product. **Mileage costs shall be in accordance with the “Equipment, Supplies and Materials to be Provided by the Consultant” Section of this RFP shall be identified in Direct Costs portion of Exhibit B.** Any other costs incurred by the Consultant shall be included in the final cost proposal submitted. The cost proposal shall be submitted in a separate sealed envelope that will remain sealed until such time that the proposals have been reviewed and ranked. Labor and vehicle miles shall not be reimbursed for travel time between the Consultant’s office/non-Solano County jobsites/residence and the County office/Solano County jobsites.
  9. A list of any exceptions that the Consultant has to the Standard Contract, or a statement that the Consultant has no objections to entering into the Standard Contract. This shall be addressed under separate section of the proposal entitled “Exceptions”.
  10. A signed copy of the attached General Condition statement.

## **EVALUATION AND SELECTION PROCESS**

A Consultant Selection Committee, consisting of County staff, will review and rank all proposals received. The County will attempt to negotiate an agreement with the top ranked or successful Consultant. If a satisfactory agreement cannot be reached, negotiations will be entered into with the second ranked firm who will become the successful proposer. This process will be repeated, if necessary, with lower-ranked Consultants until a tentative agreement is reached with a Consultant. This agreement will then be presented to the Director of Resource Management with a recommendation that it be approved. The final decision on selection of a Consultant and execution of a contract rests with the Director of Resource Management. The County will issue a

“Notice to Proceed” upon execution of the contract.

The County’s goal is to select the firm that will provide a high quality of work at a reasonable price. While cost will be a consideration, this is not a competitive bid process. The successful applicant will be selected based on experience and capabilities of the firm, the quality of relevant work performed in the past, and the estimated cost of the work, the capability of the team proposed, and compliance with the requirements and purposes of the County Equal Opportunity in Contracts Policy.

All proposals shall become the property of the County upon submission. The County assumes no liability or responsibility in the preparation or submission of any proposal, and such submission shall be at no cost to the County.

### **GENERAL CONDITIONS**

This form is to be signed, dated, and submitted with the Consultant’s proposal.

The Consultant represents that it is an expert in the field of providing the foregoing type of service described herein and understands that the County intends to rely upon advice and recommendations given.

The Consultant acknowledges the following: the County reserves the right to reject any or all proposals, or any portion of a proposal, to waive any informality, technical defect, or clerical error in the proposals or to make an award on the basis of suitability to purpose, superior quality, service facilities, dates of delivery, or any other factor deemed to be in the best interest of the County, and not price alone. False, incomplete, or unresponsive statements in connection with this proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

This proposal shall remain firm for at least sixty-days (60) after the date of submission.

The undersigned agrees to furnish the services stipulated at the prices and terms stated and subject to these General Conditions.

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Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### **TIME SCHEDULE**

The proposed schedule for Consultant selection is as follows:

Deadline for receipt of proposals	2 p.m., Friday, January 26, 2024
Consultant Interviews (if required)	February 1-2, 2024

**PRE-SUBMISSION CONFERENCE**

No pre-submission conference is scheduled for this project.

**POINT OF CONTACT**

Any questions regarding the work effort described in this RFP should be referred to Matt Tuggle at [MRtuggle@solanocounty.com](mailto:MRtuggle@solanocounty.com).

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

- a. Traffic Impact Study
  - Conduct a thorough analysis of existing traffic conditions in development focus areas.
  - Evaluate the impact of proposed developments on traffic patterns.
  - Identify potential bottlenecks and congestion points.
  
- b. Capacity Analysis
  - Assess the current capacity of key transportation infrastructure in focus areas
    - Use traffic simulation and modeling software (e.g. VISSIM, Synchro, TransModeler) to review existing and proposed traffic.
    - Peer review development traffic model submissions.
  - Evaluate the ability of the road network to handle existing and future traffic volumes.
  - Provide recommendations for capacity improvements, specifically for new projects in Suisun Valley Farm-To-Market area and the Dixon Agricultural Industrial Service Area.
  - Provide recommendations to update the Solano County General Plan Circulation Element.
  
- c. Local Road Safety Plan Update
  - Review the existing Local Road Safety Plan.
  - Evaluate accident data for type and severity along roads with a history of accidents
  - Propose updated safety countermeasures and improvement strategies.
  - Provide a narrative and project update to Solano County's Local Road Safety Plan.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- a. Provide Contractor with documents to be used for development of Task Order Scope of Work and Task Order Fee Proposals.
- b. Provide schedules and notifications to Contractor for necessary environmental reports and monitoring activities.
- c. Coordination with regulatory agencies for any permit applications and consultations.



**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**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 contractor will be compensated for services included in the Contract and at the rates and/or fees included in the Contract as according to the schedule of fees. Total Compensation under this Contract shall be \$150,000.

**2. RATE SCHEDULE DETAILS**

Invoices will be based upon actual hourly rates plus the overhead plus the prorated portion of fixed fee included in the rate schedule. The Subconsultant and direct costs will be billed at actual costs. The overhead rate shall remain fixed for the contract duration or until both parties agree to modify the rate in writing. Escalation will be implemented yearly on January 1, 2025. See additional notes at the bottom of the Rate Schedule.

**EXHIBIT C**  
**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:<br>(Including operations, products<br>and completed operations.) | <b>\$2,000,000</b>                      | 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:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | 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 is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability 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. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the County of Solano, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the County of Solano, as determined by a Court of competent jurisdiction.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any

employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## 13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as

amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act ( 33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

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

#### **14. CONFIDENTIALITY**

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

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

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

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

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

#### **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

#### **17. HEALTH AND SAFETY STANDARDS**

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

#### **18. CHILD/ADULT ABUSE**



If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## **19. INSPECTION**

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

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

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

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

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## 24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## 25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## 26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

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

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

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

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

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

(1) Cancel this Contract; or,

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

## 27. CHANGES AND AMENDMENTS

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

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

C. No verbal agreements or conversations prior to execution of this Contract or requested

amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

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

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

## **30. WAIVER**

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

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

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

## **32. FAITH BASED ORGANIZATIONS**

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

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

### **33. PRICING**

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

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

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

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

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

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

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being

understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

**37. LOCAL EMPLOYMENT POLICY**

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

**38. ENTIRE CONTRACT**

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