

DEPARTMENT OF GENERAL SERVICES

Central Services Division

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SOLANO
COUNTY

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675 Texas Street, Suite 2500
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www.solanocounty.com

INVITATION FOR BIDS
FOR
GENERAL SERVICES DEPARTMENT
CENTRAL SERVICES DIVISION
IFB NO.: V312-0628-17

MOVING SERVICES

SUBMISSION DATE: JULY 14, 2017 3:00 PM

Late bids will not be accepted

SUBMIT IFB TO:	IFB COORDINATOR
Solano County General Services Department Central Services Division Purchasing Office 675 Texas Street, Suite 2500 Fairfield, CA 94533	JoAnn Epperson, Buyer Phone (707)-784-6322 purchasing@solanocounty.com

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

Any vendor participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the above website.

Include the application with your bid. **BIDDERS ARE RESPONSIBLE FOR FREQUENTLY CHECKING THE COUNTY'S WEBSITE FOR ANY CHANGES OR INFORMATION RELATING TO THIS IFB.**

QUESTIONS, COMMENTS AND INQUIRIES

Any and all questions, comments or inquiries (hereinafter referred to questions) shall be submitted in writing (USE ATTACHMENT 3) by no later than July 7, 2017, 5:00 PM, PST. The County's response to all questions will be posted on the County's website (www.solanocounty.com) by no later than July 11, 2017, 5:00 PM, PST. If there is a delay in posting the County response to questions by this date an extension of the bid submission date will change accordingly. EMAIL ALL INQUIRIES TO THE IFB COORDINATOR, purchasing@solanocounty.com.

"Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."

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JUNE 28, 2017

INVITATION FOR BIDS (IFB) BID NO.: V312-0628-17 MOVING SERVICES

Notice is hereby given that sealed bids will be received at the Purchasing Office, until July 14, 2017, 3:00 PM, Pacific Standard Time (PST), at which time they will be publicly opened in accordance with the County of Solano's specifications and contract documents.

Bids shall be delivered and addressed to the County of Solano, General Services Department, Purchasing Office, 675 Texas Street, Suite 2500, Fairfield, California 94533, and shall be labeled Moving Services Only, V312-0628-17, submission date July 14, 2017 3:00 PM.

Any and all questions, comments or inquiries (hereinafter referred to as questions) shall be submitted in writing (USE IFB ATTACHMENT 3) by no later than July 7, 2017, 5:00 PM, PST. The County's response to all questions will be posted on the County's website (www.solanocounty.com) by no later than July 11, 2017, 5:00 PM, PST. If there is a delay in posting the County response to questions by this date an extension of the bid submission date will change accordingly. EMAIL ALL INQUIRIES TO THE IFB COORDINATOR, purchasing@solanocounty.com.

Any bidder who wishes his/her bid to be considered is responsible for making certain that its bid is received in the Purchasing Office by the proper time. Bids received after the scheduled bid submittal deadline will be retained in the file unopened, or returned unopened at bidder's expense. Late bids will not be considered.

It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Services Office before the bid submittal deadline. The receiving time in the Purchasing Office will be the governing time for acceptability of bids. The County encourages the use of a courier service (FedEx, UPS, etc.) to facilitate verification of delivery. Bids must bear original signatures and figures.

Respectfully yours,

JOANN EPPERSON, Buyer
IFB Coordinator

IFB NO.: V312-0628-17
SUBMISSION DATE: 7/14/2017 3:00 PM

SECTION I

1.0. STATEMENT OF PURPOSE

A. The purpose of this Invitation for Bids (IFB) is to define the County's minimum requirements and gain adequate information by which the County may evaluate services offered by contractors or vendors. As used herein, the term contractor or vendor shall mean the contractor, its employees, or agents.

B. The County of Solano, Central Services Division, Purchasing Office, hereinafter referred to as the County, is soliciting bids for moving services for County Departments. These moving services do not include any modular furniture services, and therefore will not require the payment of prevailing wage or a contractor's license.

C. If vendor intends to use subcontractors it shall clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The prime contractor must obtain written approval from the County prior to the use of any subcontractors.)

D. Services and/or commodities to be rendered as specified within guidelines as provided by this IFB in its entirety. This IFB, details deliverables and terms and conditions as required by the County.

2.0. CONTRACT DURATION

A. The County intends to enter into a contract with an effective period of September 1, 2017 through June 30, 2020.

B. If agreed to in writing by the Contractor and the County of Solano, the County reserves the option to renew services for two additional one-year periods.

Section II:

3.0. SCOPE OF WORK- MOVING SERVICES

3.1. Contractor shall furnish all personnel, equipment, tools, and materials necessary to provide professional moving services. The scope of work will encompass, but is not limited to, the pick-up and delivery of surplus County personal property to and from the County surplus warehouse and pick-up and delivery of County personal property among and between various County Departments. The County has facilities in the following cities: Fairfield, Vacaville, Dixon, Vallejo, Suisun, Benicia, Rio Vista and Lake Solano Park. Occasionally, moves elsewhere in the County may be required.

3.2 Other moving services may be required by the County, but no assembly, disassembly, or other movement of modular furniture or any other work requiring the payment of prevailing wage are requested under the terms of this solicitation.

3.3. Moving service is based on "as required" basis by the County, at an hourly rate charge. The vendor shall provide charges and rates to furnish all personnel, equipment, and material to perform moving services for the County in accordance with this scope of work, term conditions, and specifications of this bid.

- 3.4 The awarded vendor will provide services within 48 hours of notification by the County or other mutually agreed to date and time. A minimum of a driver and truck will be made available. In most instances a helper(s) will be required. Only Central Services Surplus staff is authorized to schedule any move with the vendor, including, but not necessarily limited to:

1. Items that are to be moved from or to the County's surplus warehouse.
2. Moves to be performed within a Department.
3. Moves between Departments.

No property shall be transported or any other moving services provided by vendor without a properly completed County Property Transfer and Moving Request Form with authorized signatures. Only in the event of a disaster or an emergency (natural or otherwise), the County may authorize certain moving services with a verbal notification.

3.5. TYPES OF COUNTY MOVES

. General

Scheduling of moves with the awarded vendor shall only be from the County's Central Services surplus staff for any property to be moved from or to the County's Surplus warehouse. Moves to be performed within a County Department or between two County Departments will also be arranged by Central Services Office. All property to be transported to or from the Surplus Warehouse must have a County Property Transfer and Moving Request Form completed, also known as an Equipment Movement Request (EMR). A timesheet will be provided for each move, and must be completed at each stop. Movers are required to obtain signatures and record start and end times at each pick-up/drop-off location. A sample copy of the EMR and timesheet forms are included in this Bid package for your information only. The EMR will be prepared by the County and will reflect the origin, destination, point of contact, description and quantity of items to be moved, and other pertinent information.

- a. Types of moves: Below are descriptions of procedures for having equipment/surplus property moved to and from various locations in the County. No deliveries or pick-ups during the hour of 12 to 1 PM (lunch hour for most County Departments), unless otherwise arranged in advance. The County will not be charged during this period.

b. Intra-departmental moves

A move performed within a County Department. Example: A move that originates from Health and Social Services' Eligibility Office and terminates at Health and Social Services' Managed Care Office. The Department requiring this type of moving service must contact Central Services Surplus staff's office to arrange for the move.

c. Moves to County surplus warehouse

A move that originates from any County Department and terminates at the County Surplus Warehouse, located at 2543 Cordelia RD, Fairfield. Example: A move that originates at the Solano County Sheriff's Office and terminates at the surplus warehouse.

d. Moves from County surplus warehouse

A move that originates from the County's Surplus Warehouse, 2543 Cordelia RD, Fairfield, and terminates at any County Department. Example: A move that originates at the surplus warehouse and terminates at Solano County Probation Office.

e. Inter-departmental moves

A move that originates from one County Department and terminates at a different County Department. Example: A move that originated from District Attorney's Office and terminates at the County's Probation Department.

f. Movement of County fixed and controlled assets

Any movement of County property with property tags. These items must be checked off and compared to the list(s) of assets as described on the EMR(s). Assets that are not listed on the EMR form(s) may NOT be removed from the site in question. If an asset is missing, the contact at the pick-up location must sign off on the missing asset on the EMR form. Movers must notify Central Services staff of any missing assets upon completion of the move or delivery of assets. Do NOT under any circumstances remove an asset tag from an item. Central Services staff will check off each asset upon delivery or transfer. Sample asset tags are attached.

3.6. BILLING PROCEDURES

An invoice must be submitted electronically. Invoices will be sent via email to surplus@solanocounty.com. The invoice will be itemized as follows:

- I. Total hours of moving services with rate per hour. Rate per hour will be consistent with bid submitted.
- II. Number of personnel used.
- III. Copy of signed and completed timesheet (Including locations of pickup and delivery points, and EMR number(s).
- IV. Budget Units to be charged, and hours of work performed at each location.
- V. Invoice and/or ticket number.

Invoices will be billed on a monthly basis. All invoices are due no later than 15 calendar days after the close of the monthly billing cycle. Payments shall be made (30-45) days after receipt of vendor's invoice.

3.7. CONTRACTOR RESPONSIBILITIES

- a. Contractor will supply all personnel and equipment necessary to perform this service. Contractor will also be responsible for all safety precautions while performing the service.

- b. The contractor agrees that the moving services covered by this IFB will be performed by qualified, careful and efficient staff, in the strictest conformity with accepted industry standards.
- c. The contractor will be responsible for taking proper care to protect condition of premises at origins and destinations involved in any moves. All elevators must be protected with sufficient padding and loading limits shall be strictly adhered to. All floors, carpets, doorways, stairs and walls must be protected to prevent damage during any moves.
- d. The contractor will ensure the County's personal property is properly loaded and unloaded, wrapped and strapped during motor transport. Protective materials, padding, strapping materials, hand trucks, furniture dollies and all other necessary supplies for safely moving County property is the responsibility of the contractor. The movement of computer equipment (CPU, monitor etc.) will require vendor provided machine cart for transport.
- e. The contractor will obtain signatures on the Solano County Move Request Timesheet Forms of authorized individuals accepting property.
- f. The contractor's personnel must be outfitted in a company uniform or other company distinguishable attire or identification, i.e. name tag, or identification card conspicuously displayed.
- g. The vendor shall comply with a mutually agreed upon time and place to commence a moving job. If vendor cannot comply with the agreed time of the moving job, the vendor shall give the requestor 24-hour notice.
- h. Continuance of the contract for the full period shall be contingent upon satisfactory performance of the vendor. Unsatisfactory service performance, as determined by the County, may be cause for termination of any balance of the contract without penalty to the County.
- i. Contractor shall take every precaution to protect all public and private property during the performance of the contract. Any damage caused by contractor's personnel or equipment will promptly be repaired to the condition existing before the damage or be replaced at no expense to the County. Services covered by this contract shall not be subcontracted without the prior written consent of the County.
- j. Contractor is expected to be able to navigate Solano County. If movers are having difficulty locating a County building or other destination listed in move itinerary, they need to contact Central Services staff immediately to get assistance and ensure movers stay on schedule.
- k. County requests that contractor use same personnel for all County moves if feasible. Familiarity with County properties and procedures aids in efficiency of moves.

3.8. CONTRACT ADMINISTRATION

The successful administration of this contract will require coordination with the Contract Administrator. The Purchasing Office's IFB Coordinator is designated as the Contract Administrator. The administrator will be the corresponding interpreter of the conditions of the contract and the judge of its performance. The County will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions deferred to them from the County Departments in connection with the contract performance. Any modifications made must be authorized by the contract Administrator and issued as a written amendment to the contract.

3.9. PAYMENT

The contractor shall be paid in accordance with invoice(s) submitted. Invoices shall be submitted to the bill-to address as specified on the County's purchase order. County will make payment within 30-45 days of receipt of accurate and complete invoice.

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

SECTION V.

INSTRUCTIONS TO BIDDERS

1. INFORMED BIDDERS. Before submitting bids, bidders must fully inform themselves of the conditions, requirements and specifications of the products or materials to be furnished. Failure to do so will be at bidder's own risk and they cannot secure relief on the plea of error.

2. BID FORMS. Bid must be submitted on pre-printed bid(s) form supplied by the Purchasing Office, which is included in this solicitation.

3. PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

4. OFFERS OF MORE THAN ONE PRICE. Bidders are allowed to submit more than one bid but not more than two bids. Bidders may submit one base bid and one alternate bid. Where bidder submits more than one bid, one bid shall be marked "base bid" and the other shall be marked "alternate bid." Base bid and the alternate bid shall be submitted in accordance with the terms and conditions of this bid solicitation. The County reserves the sole right to accept or reject any alternate offer, in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

5. TERMS OF THE OFFER. Solano County's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by Solano County. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

6. BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

7. CANCELLATION OF CONTRACT. The County of Solano may cancel this contract without cause at any time by giving thirty (30) days written notice to the supplier/vendor. The County of Solano may cancel this contract with cause at any time by giving ten (10) days written notice to the vendor. Cancellation for cause shall be at the discretion of the County of Solano and shall be, but is not limited to, failure to supply the service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of Purchasing Services.

8. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exception to Specifications," which must be signed by bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable, but shall not be an acceptable substitution for the requirement. The County reserves the sole and independent right to accept or reject any exception or deviation in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

9. COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

10. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the vendor shall notify the County of Solano, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

11. FORMATION OF CONTRACT. Bidder's signed bid and Solano County's written acceptance shall constitute a binding contract.

12. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Solano, in the State of California. The parties further stipulate that the County of Solano, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

13. NOMENCLATURES. The terms successful bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.

14. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the County of Solano.

15. SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

16. BID PREPARATION. Solano County shall not pay for any information herein requested, or is it liable for any costs incurred by prospective bidders.

17. PROMPT PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form. Normal payment terms are net 30-45 days, after receipt of invoice and equipment acceptance.

18. TAXES-SALES. California sales tax should be shown separately on the bid form, when and where indicated (if not indicated on bid sheet do not include in your bid).

19. TAXES, FEDERAL EXCISE. The County of Solano is exempt from federal excise tax.

20. DEADLINE FOR BID SUBMITTALS. Unless otherwise specified, the time of day for the submission of bids shall be between 8:00 a.m. and 4:30 p.m., Pacific Time up to the deadline for bid submittals listed on the cover page of this solicitation.

21. BIDS MUST BE SUBMITTED ON OR BEFORE THE SUBMISSION DATE AND TIME. Contractors shall respond to the IFB and any exhibits, attachments, or amendments. A contractor's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.

22 BID SUBMITTAL.

22.1. Bids must be submitted on preprinted forms supplied by the Purchasing Office. The County will not pay any costs associated with the preparation, submittal, or presentation of any bid. All bids must be in sealed envelopes, delivered to Purchasing Office addressed as indicated on the front page of this bid packet.

22.2. Envelopes not properly addressed, specifying bid number and opening date that cannot be positively identified, may be cause for rejection of your bid.

22.3. Contractors assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt by the County. Late bids will not be accepted, nor shall additional time be granted to any potential contractor.

22.4. Bids shall be delivered in hard copy or entered through Public Purchase, www.publicpurchase.com, an electronic bidding system only. Any other method (email, fax, etc.) shall be rejected by the County.

23. BID AMENDMENT. The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal. The County's local vendor preference, (see section 35, and attachment 6, Declaration of Local Business) are specifically exempted from this section.

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

25. THIS SECTION INTENTIONALLY LEFT BLANK

26. BID ERRORS. Contractors are liable for all errors or omissions contained in their bids. Contractors will not be allowed to alter documents to correct errors or omissions after the deadline for submitting bids.

27. CONFLICT OF INTEREST. By submitting a bid, the contractor certifies 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 Contractor in connection with the procurement under this IFB.

28. NON-DISCRIMINATION. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places.

29. RIGHT TO REFUSE PERSONNEL. Any personnel involved in this service shall submit to a criminal history screening during the contract period, if directed by the County at contractor's sole expense. The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.

30. LICENSURE. The County may require any or all contractors to submit evidence of appropriate business license or other documents.

31. PROTESTS.

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of General Services. The protest shall be submitted in writing to the Director of General Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto. The protesting contractor/vendor shall file a detailed statement specifying the grounds for the protest. The protest letter must be mailed to the Director of General Services, 675 Texas Street, Suite 2500, Fairfield, CA 94533.

32. CONTRACT AWARD. The awarded bidder(s) will be issued a purchase order(s) or contract by the County for the duration of each contract year.

33. CONTRACT MONITORING. The contractor shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the contractor shall provide reasonable access and assistance.

34. CONTRACT AMENDMENT. If during the course of this contract, additions to and/or deletions from services provided are required as a result of changes to any statute, bylaw or regulation, the County shall notify the contractor. Added work shall be within the general scope of this IFB. In such instances, the County shall provide the contractor a written description of the additional work, and the contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the contractor's bid. If the County and the contractor reach an agreement regarding work services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the contractor, and must be approved by other County officials as required by County laws and regulations. The contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

35. LOCAL VENDOR PREFERENCE:

35.1 In order to address the competitive disadvantage faced by local businesses that seek to enter into contracts with the County because of the higher costs of doing business in the County, and to encourage businesses to locate and remain in the County, the County has implemented a local preference policy.

35.2 Definition of Local Business

For purposes of this section, a "local business" means a business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, which has the following:

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

35.3. Preference

- Where the lowest responsible bidder is not a local business, the purchasing agent shall provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.

- Should the lowest responsible local business bidder decline to match as set forth above, the purchasing agent shall provide the next lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.
- In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the purchasing agent shall give preference to the local business.
- No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

35.4 Declaration of Compliance with Local Business Preference

In submitting a bid subject to this section, a local business shall affirm its compliance with Sections 22-24 of the Solano County Code ("Local business preference"), on a form to be provided by the purchasing agent.

35.5 Notice

The inclusion of this section shall be deemed to provide adequate notice of the provisions of the Local Vendor Preference policy to prospective bidders.

35.6 Exceptions

The exceptions provided for in section 1.1.11 of the County's Purchasing & Contracting Policy Manual (revised 10/21/2015) shall apply to this section. Furthermore, this section is made expressly inapplicable to public works or other projects to the extent the application would be prohibited by state or federal law.

36.0 Non-Collusion Assurances

By submitting a bid, bidder hereby asserts all of the following:

- 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 a sham bid.
- 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.



Solano County Move Request Timesheet

DATE: _____ INVOICE NO. _____

LEAD MOVER: _____ TICKET NO: _____

ADDITIONAL MOVERS: _____ # MOVERS: _____

_____ # TRUCKS: _____

EMR #	BU #	CONTACT (Please Print)	SIGNATURE	START TIME	END TIME	HOURS

For Central Services Use ONLY	
Received by:	Signature:
Notes:	

Attachment 2

Sample Asset Tags

The following are sample Solano County asset tags. These tags will be adhered to high-value assets. These come in different styles and colors, but all contain a number and barcode. Items with asset tags can *only* be moved if listed on an EMR form. If the tag does not match the EMR form, it CANNOT be moved. Do NOT under any circumstances remove an asset tag from an item.



QUESTIONS/INQUIRIES FORM
IFB V312-0628-17

Any questions regarding this Bid shall be submitted according to the process outlined below and as specified in this IFB.

1. Prepare questions or concerns on the form provided.
2. State your question(s) in the table below and reference the section of the IFB (if applicable).
3. Submit the form (Microsoft Word only) via email to purchasing@solanocounty.com
Please contact JoAnn Epperson (IFB Coordinator) with any questions regarding this Bid.

[illegible]

Questions from: _____ Company: _____

Email Address: _____

Email this form to IFB Coordinator (purchasing@solanocounty.com) on or before the date specified in IFB. NOTE: Add additional lines to form as needed.

BID FORM
IFB NO.: V312-0628-17
MOVING SERVICES

1. Only flat hourly rates will be accepted.

- Hourly rate for 1 truck and 2 movers \$ _____
- Hourly rate for 1 truck and 3 movers \$ _____
- Hourly rate for each additional mover \$ _____
- Hourly rate for each additional truck \$ _____

Note: This is a competitive solicitation for item one (1) above only. Bid award will be made to the firm who submits the lowest responsive and responsible bid for the above listed moving services only.

NOTE: This work is NOT subject to the Department of Industrial Relations (DIR) prevailing wage requirements.

RETURN WITH BID

BID FORM
IFB NO.: V312-0628-17
MOVING SERVICES

1. List any additional rates that may be charged (i.e. weekend, after normal working hours, etc.)
 Additional rate for Sat \$ _____
 Additional rate for Sun \$ _____
 Additional rate for after normal business hours \$ _____
2. Equipment rental: Provide a listing of available equipment, with rates, that the County may rent, such as machine (computers) and panel carts, ramps, crates, etc.
3. Provide a listing of supplies available for purchase by the County, such as boxes, shrink wrap, tape, pallets, etc., include pricing.

Term of Payment

Cash discount of _____ % will be made for payment within _____ days of receipt of vendor's invoice. Any discounts offered at less than NET 20 days will not be considered in bid tabulation.

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone and Fax Number: _____ Date: _____

Email address (required): _____

By Print: _____ Title: _____

By Signature: _____

RETURN WITH BID

SIGNATURE PAGE
IFB NUMBER: V312-0628-17
MOVING SERVICES

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 this IFB and the following notices:

___ Certification of Compliance

___ Reservations

FIRM/COMPANY:_____

ADDRESS:_____

CITY:_____

STATE:_____ ZIP+4:_____

TELEPHONE NUMBER:_____ FAX NUMBER:_____

POINT OF CONTACT EMAIL ADDRESS:_____

COMPANY WEBSITE URL:_____

PRINT NAME:_____

BY:_____ DATE:_____

SIGNATURE

RETURN WITH BID

DEPARTMENT OF GENERAL SERVICES

Central Services Division

Attachment 6

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

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



SOLANO
COUNTY

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

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

Declaration of Local Business

Solano County gives local businesses a preference in formal solicitations of goods and services as set forth in Section 22-24 of the Solano County Code.

In order to qualify for this preference, a business must meet all of the following criteria:

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

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

All information submitted is subject to investigation, as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will result in rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: _____
2. Physical address of principal place of business or satellite office with at least one employee:

3. Business license number issued by County of Solano, or incorporated city within the County:
License Number: _____ Issued by: _____
Authorized Signature: _____ Date: _____
Printed Name & Title: _____

RETURN WITH BID (Companies within Solano County only)

CUSTOMER REFERENCE STATEMENT
IFB Number: V312-0628-17

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last three (3) years:

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

RETURN WITH BID

CERTIFICATION OF COMPLIANCE

IFB NO. V312-0628-17

By indication of the authorized signature on Attachment 5, the bidder does hereby make certification and assurance of the bidder's compliance with:

- a) the laws of the County of Solano; <http://www.solanocounty.com/countycode.asp>
- b) Title VI of the federal Civil Rights Act of 1964;
<http://www.usdoj.gov/crt/cor/coord/titlevi.html>
- c) Title IX of the federal Education Amendments Act of 1972;
<http://www.usdoj.gov/crt/cor/coord/titleix.html>
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; <http://www.usdoj.gov/jmd/ps/4-1.html>
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; <http://www.ada.gov/pubs/ada.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 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 RFP.

RESERVATIONS
IFB Number: V312-0628-17

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

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

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this IFB 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 IFB at any time. The County also reserves the right to cancel or reissue the IFB at its sole discretion.
4. Any bid received which does not meet the requirements of this IFB, 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 IFB.
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 budget constraints.

IMPORTANT NOTICE

BID DOCUMENTS TO BE RETURNED IFB NO.: V312-0628-17

The following forms/sheets must be completed and submitted on or before the submittal deadline. Please indicate compliance below:

	DOCUMENTS TO BE RETURNED WITH BIDS	INCLUDED IN BID: Y=YES N=NO	IF NO, EXPLAIN
1.	BID FORM ATTACHMENT 4 & 4A		
2.	SIGNATURE PAGE		
	LOCAL VENDOR DECLARATION, IF APPLICABLE		
3.	CUSTOMER REFERENCES SHEET		
4.	ALL BID SHEETS/FORMS		
5.	AMENDMENT ACKNOWLEDGEMENT (WHEN APPLICABLE)		
7.	All OTHERS AS REQUIRED BY IFB		

Failure to complete, sign (where required), and return the above bid documents with your bid may render it non-responsive and may be rejected by the County.

RETURN WITH BID

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on _____, 2017.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
SIGNATURE	TITLE
PRINTED NAME AND TITLE	ADDRESS
ADDRESS	CITY STATE ZIP CODE
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

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

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 firms or individuals, and upon approval of County's representative, County shall pay firms or individuals 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.

GENERAL TERMS AND CONDITIONS**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

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

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

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

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the

work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

7. INSURANCE

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

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

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

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

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

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

- | | | |
|--|---|---|
| (1) General Liability: | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (Including operations, products and completed operations.) | | |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

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

- | | | |
|-----------------------------|--------------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit. |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this |

Contract.

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

F. Deductibles and Self-Insured Retentions

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

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

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

G. Other Insurance Provisions

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

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

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

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

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other

than County's forms, must conform to County's requirements and be acceptable to County.

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

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

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

8. BEST EFFORTS

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

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

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

11. INDEPENDENT CONTRACTOR

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

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off,

overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

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

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

(4) Be liable for repayment of any disallowed costs identified through

quarterly reports, audits, monitoring or other sources; and

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

13. COMPLIANCE WITH LAW

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

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

14. CONFIDENTIALITY

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

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

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

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

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

15. CONFLICT OF INTEREST

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

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

16. DRUG FREE WORKPLACE

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

17. HEALTH AND SAFETY STANDARDS

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

18. CHILD/ADULT ABUSE

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

19. INSPECTION

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

20. NONDISCRIMINATION

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

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

21. SUBCONTRACTOR AND ASSIGNMENT

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

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

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

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

22. UNFORESEEN CIRCUMSTANCES

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

23. OWNERSHIP OF DOCUMENTS

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

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

24. NOTICE

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

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

25. NONRENEWAL

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

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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

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

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

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

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

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

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

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

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

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

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

30. WAIVER

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

31. CONFLICTS IN THE CONTRACT DOCUMENTS

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

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of

supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

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

33. PRICING

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

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

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

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

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

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

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

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

38. ENTIRE CONTRACT

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

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

 Contractor or Grant Recipient Signature

 Date

 Official's Name (type or print)

 Title

 Number

 Federal Tax I.D.