

## DEPARTMENT OF GENERAL SERVICES

Central Services Division


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**REQUEST FOR QUALIFICATIONS (RFQ)  
NO.: RFQ- 906-0201-19  
FOR  
ARCHITECTURAL, ENGINEERING & RELATED  
PROFESSIONAL TECHNICAL SUPPORT SERVICES**

RELEASE DATE: FEBRUARY 1, 2019

ELECTRONIC SUBMITTAL DUE: MARCH 4, 2019, 5:00 PM, PST

| SUBMIT STATEMENT OF QUALIFICATION (SOQ) TO:   | RFQ COORDINATOR  |
|---|--|
| Solano County<br>Via electronic submission via Public Purchase website at<br><a href="http://www.publicpurchase.com">www.publicpurchase.com</a>   | Farid Atmar, Buyer (senior)<br><a href="mailto:MFAatmar@solanocounty.com">MFAatmar@solanocounty.com</a><br><br>Phone: (707) 784-6976 |
| This document is available electronically on the Public Purchase website at<br><a href="http://www.publicpurchase.com">www.publicpurchase.com</a> and <a href="http://www.solanocounty.com">www.solanocounty.com</a>  |  |
| 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 websites. Include the application with your bid. <b>PROPOSERS ARE RESPONSIBLE FOR FREQUENTLY CHECKING THE COUNTY'S WEBSITE FOR ANY CHANGES OR INFORMATION RELATING TO THIS RFQ.</b> |  |
| "Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."  |  |

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## **1. INTRODUCTION**

The purpose of this Request for Qualifications (RFQ) is to define the County's minimum requirements, solicit Statements of Qualification (SOQ), and gain adequate information by which the County may evaluate the services offered by Responding Firms.

The County of Solano, Department of General Services, hereinafter referred to as the "County," intends to secure contracts for Professional Technical Support Services that may include architectural, civil, structural, plumbing, mechanical, electrical or geotechnical engineering, construction cost estimating, constructability review, construction management, materials testing and construction inspection, and/or other related services on an as-needed basis to support a variety of current and future projects administered by the Division of Capital Projects Management (CPM).

The County invites qualified firms that have expertise in Architectural, Engineering and related Professional Technical Support Services to respond to this Request for Qualification (RFQ). Each Firm must submit a Statement of Qualification (SOQ), certain documentation and meet certain requirements detailed herein to be deemed "Qualified" for contract to provide the architectural, engineering and other professional services as described herein.

The term "Responding Firm(s)" refers to the firm(s) or individual that submits a SOQ in response to this solicitation. The terms "response(s), submittal(s) or proposal(s)" refers to the documents responding firms submit for this solicitation for consideration by the County. These terms are used interchangeably throughout this solicitation.

## **2. BACKGROUND**

Capital Project Management (CPM) Division is the primary division responsible for delivering capital improvement projects for facilities that house Solano County departmental programs and services. Projects include a variety of planning, programming, new construction, renovation/rehabilitation, tenant improvement and historic preservation projects. During the term of this agreement, many projects will focus on renovation and capital renewal of building components and systems, as well as tenant improvements. CPM's project delivery model includes the use of contracted professional consultants and project managers to deliver the work. CPM is responsible for project oversight including development of project requirements, stakeholder coordination, budget and schedule management and administration of contracts. Projects are further governed per the County's Project Management Organization, the specific application of which depends on the nature of the project and stakeholder groups involved. See Attachment 2 for a narrative outline of the County's Project Management Organization.

## **3. SCOPE OF SERVICES/PROJECTS**

The selected firm(s) may provide services as the County's advocate and/or the County's representative when so designated. CPM oversees and facilitates the interface of the selected outside firm(s) with County staff, agencies or departments. The firm(s) shall assist CPM by providing specialized professional technical support services within the public works context and in compliance with governing codes and regulations applicable to each work effort.

See Attachment 1 for a sample services task list. Additionally, responding firms may wish to review the latest County Capital Facilities Improvement Plan, found on the County General Services website at <http://www.solanocounty.com/depts/genserv/cpm/notices.asp> as well as facilities and master plan information presented to the Board of Supervisors on February 21, 2017 <http://www.solanocounty.com/depts/bos/meetings/videos.asp>

**IF THE STATE OF CALIFORNIA PREVAILING WAGE IS IN EFFECT FOR SOME PORTIONS OF THIS PROJECT (SEE RFQ SECTION 6 "INSTRUCTIONS TO RESPONDING FIRM," ITEM O). CONTRACTOR MUST SUBMIT WITH PROPOSAL CONTRACTOR'S CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER AND THE CONTRACTOR'S STATE LICENSE BOARD NUMBER.**

#### **4. CONTRACT DURATION**

The County intends to enter into a contract with an effective period of May 19, 2019 through May 18, 2022.

The County reserves the right to extend this Contract for an additional period or periods of time representing increments of one year for a total contract term of no more than five (5) years, provided that the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and response.

## 5. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time. The County reserves the right to adjust this schedule as it deems necessary.

|                |   |
|----------------|---|
| 02/01/19       | RFQ issued  |
| 02/11/19       | Deadline for Respondents with a Disability to Make Accommodation Requests   |
| 02/15/19       | Questions concerning RFP and project emailed to <a href="mailto:mfatmar@solanocounty.com">mfatmar@solanocounty.com</a> or submit via electronic submission via Public Purchase website <a href="http://www.publicpurchase.com">www.publicpurchase.com</a> no later than 5:00 p.m. |
| 02/18/19       | Submit Intent to Respond Form via email to RFQ Coordinator at <a href="mailto:MFAAtmar@solanocounty.com">MFAAtmar@solanocounty.com</a>  |
| 02/20/19       | The County's response to questions posted on Public Purchase website at <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>  |
| 03/04/19       | An electronic submission of SOQ or Proposal via Public Purchase at <a href="http://www.publicpurchase.com">www.publicpurchase.com</a> are due <b>no later than 3:00 p.m.</b> Late submittals will not be accepted.  |
| 03/15/19       | Notification to Respondents of short-listed firms   |
| 3/25-3/29/19   | Interview of short-listed firms (as may be requested)   |
| 04/05/19       | Notification of final selected firms  |
| 04/08-04/19/19 | Contract negotiation  |
| 05/14/19       | Contract awards – Board of Supervisors meeting  |
| 05/18/19       | Services may commence   |

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the County's website. Proposers are responsible to periodically view the County's website ([www.solanocounty.com](http://www.solanocounty.com)) for any revisions.

To subscribe with Public Purchase and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://www.publicpurchase.com/vm/vendor/createQuickAddVendor> and follow the instructions provided.

Responding Firms with a need for accommodation in communicating regarding this RFQ and/or participating in this procurement process should contact the RFQ Coordinator to request

reasonable accommodation no later than the deadline detailed in Section 5, RFQ Schedule of Events.

## **6. INSTRUCTIONS TO RESPONDING FIRMS**

Please prepare your submittal in accordance with the following specific requirements.

a. Statement of Qualifications submittal:

The submittal may not exceed a total of 30 single-sided (15 double-sided), 8.5" x 11", numbered pages, including up to 5 pages for the relevant representative projects, and excluding any front or rear cover, cover letter, staff resumes, copy of this RFQ, required Attachments and Exhibits D-1, D-2, and D-3.

Where necessary, a limited number of 11" x 17" foldouts containing charts, spread sheets, or exhibits are permissible in lieu of 8.5" x 11" pages, within the overall count limit. All submittal pages must be numbered. A copy of this RFQ and all resumes must be included as required attachments to the response to this RFQ.

- b. The County discourages lengthy and costly submittals. Focus on conformity to the County's instructions, requirements of this RFQ, completeness and clarity of content. Responding Firms may retype or duplicate any portion of this RFQ for use in responding. Responding Firms must clearly label each response to RFQ requirements with the corresponding sub-section headings associated with the following requirements (starting with sub-sections 6.c. *Approach and Management Plan*, continuing through sub-section 6.d. below).

c. Cover Letter:

Your firm's response to this RFQ must be submitted with a cover letter describing the firm's interest and commitment to the proposed project or services. The letter must state that the response is valid for a 120-calendar-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. It shall also provide the complete name and Social Security Number of the individual and/or Federal Employer Identification Number of the firm making the Statement of Qualifications. The person authorized by the responding firm to negotiate a contract with the County must sign the cover letter. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

Address the cover letter as follows:

Solano County General Services Department  
Purchasing Services Office  
675 Texas Street, Suite 2500  
Fairfield, CA 94533

Attention: Farid Atmar, RFP Coordinator

d. Approach and Management Plan.

- i) Describe your firm's proposed overall approach and management plan for providing services. For to services to be provided, describe typical deliverables.
- ii) Include an organizational chart illustrating the lines of authority among responding consultant's key team members, County staff and any other parties having a significant role in the delivery of intended services.
- iii) State whether the Responding Firm intends to use subcontractors/subconsultants. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the services the subcontractors/subconsultants shall perform and their typical deliverables.

e. Qualifications, Experience and References.

- iv) Provide a brief description of the Responding Firm's background and organizational history; how long the Responding Firm has been capable of performing the services required by this RFQ; location of office(s) with clear identification of the office(s) from which services will be performed and how this relates to responsiveness; the Responding Firm's number of employees, longevity of senior staff, stability of client base; and
- v) Whether there is any pending litigation against the Responding Firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Responding Firm's performance in a contract under this RFQ; Whether, in the last ten years, the Responding Firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, attach an explanation providing relevant details;(not counted toward maximum page count)
- vi) State the qualifications and experience of the key team member(s) that will provide services. Identify the responsibility of key team members. Emphasize the specific qualifications and experience from projects or services similar to those for the County's project types for the key team members. Identify the personnel responsible for quality control. Note that key team members are expected to be committed for the duration of the contract and that replacement of key team members will not be permitted without prior consultation with, and approval of, the County; comparable qualifications will be expected. Provide a brief description of typical project staffing that illustrates the relationship among key staff, senior management, junior staff and/or subconsultants and quality control personnel.
- vii) For each key team member, provide at least three references (names and current phone numbers) from recent work (previous five years). Include a brief description of each project associated with the reference, and the role of the respective team member. Use Attachment 7 Key Team Members Reference Form.

f. Work Plan and Sequence.

- viii) Provide a representative outline description of how your firm would conduct tasks supporting a typical project, identifying the usual sequence of tasks and deliverables.

The work plan should be in sufficient detail to demonstrate a clear understanding of the nature and relation of typical project tasks the Responding firm would provide. The description should illustrate the typical sequence of, and relationships among, tasks. Where known, include typical durations for the performance of tasks. As appropriate to your firm's services, describe typical work effort milestones.

- ix) Discuss the Firm's approach for managing progress to complete requested services for a given project on time/schedule.
- g. *Quality Control.* As appropriate to your Firm's services, provide information on procedures in place to ensure that high-quality, coordinated work products are delivered and ensure work is complete. As requested above, include the name and title of the individual(s) responsible for quality control.
- h. *Cost Control.* As appropriate to your firm's services, provide information on measures your firm takes to help control work effort/project costs and ensure work is completed within budget. Include the name and title of the individual(s) responsible for cost control.
- i. *Representative Projects/Work Efforts.* Describe in detail five public sector or other relevant projects completed in the last ten years, of which at least two were completed within the last five years, that demonstrate the following experience, as applicable to the services provided by the Responding Firm:
  - i) Managing work under public sector contract codes, building codes, policies and regulations; Managing/providing professional services for corresponding pre-design, entitlement, assessments, design, bidding, construction, quality control and post-construction evaluation of projects; Presenting in a public forum to the general public and/or elected officials and/or presenting to internal project stakeholder groups as relevant; Performing tasks listed in Attachment 1 of the RFQ;
  - ii) Providing technical support services for public sector projects delivered under differing project delivery methods;
  - iii) Meeting project deadlines, overall project schedule and budget including Critical Path Analysis or other forecasting/recovery methods and or cost estimating/market monitoring/Value Engineering processes;
  - iv) Innovative problem-solving or design solution; excellence in energy or resource conservation
  - v) Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractors/subconsultants, if subcontractors/subconsultants are proposed.
- j. *Additional Relevant Information.* This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages within the overall 30-page maximum count).
- k. *Fee Schedule.* Provide a Standard Rates Schedule through 2019 for the Responding Firm and any proposed subcontractors/subconsultants, including hourly rates for each position (correlating job title with the position for hourly rates listed), and identifying reimbursable expenses. Differentiate standard or basic services from services the Responding firms and its subcontractors/subconsultants would consider to be additional services.
- l. *Detailed Documentation of Financial Resources.* The Responding Firm must provide the following (confidential) documentation of sufficient financial strength and resources to provide the scope of services as required:



1. The Responding Firm's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
  2. In lieu of audited financial statements, the County may accept, on a case by case basis, the following: a current written bank reference, in the form of a standard business letter, indicating that the Responding Firm's business relationship with the financial institution is in positive standing.
  3. Documentation disclosing the amount of cash flows from operating activities for the Responding Firm's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
- m. County Contract: Responding Firms must include a statement of acknowledgment that the responder has reviewed the County of Solano Standard Contract (Exhibit A —Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the responder makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. Note: Attachment 1 and Exhibit B (the Scope of Work and Budget Detail and Payment Provisions) for the contract, will be finalized during the contract negotiation process. If the responder makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the responder accepts these items without reservation or any qualifications.
1. Required Review and Waiver of Objections by Responders: Responding firms should carefully review this RFQ and all attachments and Exhibits, including but not limited to the County's Standard Contract, including Exhibits for comments, questions, defects, objections, or any other matter requiring clarification or correction. Comments concerning RFQ objectives must be made in writing and received by the County no later than the Deadline for Written Comments. This will allow issuance of any necessary amendments and help prevent the opening of defective responses upon which a contract award could not be made. Use RFQ Attachment 5 to submit questions/comments.

**IMPORTANT NOTICE: Any qualification(s) or objection(s) to the County's Standard Contract need to be submitted to the County on RFQ attachment 5. The County reserves the right to reject any contract qualification(s) or objection(s) rendered thereafter, i.e. during contract negotiations. Qualification(s) to the County Contract raised during contract negotiations by the best-evaluated firm may result in disqualification of firm.**

- n. Submittal of Proposal: An electronic submission of Proposals via Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) are **due no later than** the time and date set forth in the Schedule of Events. Effective January 1, 2018, **the County only accepts electronic submissions of all Proposals via Public Purchase website.** Any hard copy submission will be retained in the County's RFQ file unopened and will be considered disqualified from consideration. **Please register with Public Purchase** as soon as possible for uninterrupted notification and access to County bid opportunities
- o. **How to Register with Public Purchase:** Use the link below to begin the registration process. **It can take up to 24 hours for your account to become active.** You will receive an email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) letting you know your account is activated. Be sure and

add this email address to your contacts to avoid the bid notification emails being sent to your junk folder. <https://www.publicpurchase.com/gems/register/vendor/register>

- p. Communication Regarding the RFQ: Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator in writing. Unauthorized contact regarding the RFQ with other County employees of the procuring County agency may result in disqualification. Any oral communications shall be considered unofficial and nonbinding on the County. Written comments, including questions and requests for clarification, must cite the subject RFQ number. The RFQ Coordinator must receive these written requests by the deadline specified in the RFQ Schedule of Events. If responding firms would like to send inquiries/clarifications via e-mail, use the following e-mail address: [MFAatmar@SolanoCounty.com](mailto:MFAatmar@SolanoCounty.com) and include the e-mail subject line: **“RFQ Number: 906-0201-19 Clarification (and the name of your organization)”**. Use RFQ Attachment 5 to record questions/comments/inquiries. The County shall respond in writing to written communications. Such response shall constitute an amendment to the RFQ. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right to determine appropriate and adequate response, if any, to written comments, questions, and requests for clarification. The County shall post copies of its written responses to written questions and comments on the County’s webpage at [www.solanocounty.com](http://www.solanocounty.com) and the Public Purchase website [www.publicpurchase.com](http://www.publicpurchase.com) and it shall be the responsibility of the responding firm(s) to monitor the posting of written responses. Any verbal data or factual information provided by the County shall be deemed for informational purposes only. If a responding firm relies on such information, it should either:
- Independently verify the information; or
  - Obtain the County’s written consent to rely thereon.
- q. Public Projects (Public Works Jobs)
- A. Any Responding Firm shall possess a valid business license and current contractor's license, if applicable, and the required classification(s) of contractor's license, issued by the state of California to perform the work described in the contract documents.
- B. All contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to CA Labor code section 1725.5.
- C. Prevailing wage: state of California prevailing wage may be in effect for some portion of this project. It shall be mandatory upon the contractor to pay not less than the said prevailing rates of wages to all workers employed by contractor in the execution of the contract. Pursuant to provisions of section 1770, et seq., of the labor code of the state of California, the contractor shall pay its employees the general prevailing rate of wages as determined by the director of the department of industrial relations (DIR). The contractor shall make a copy of its certified payroll records for this project available to the DIR to verify compliance with state labor codes. Information regarding DIR requirements is available on DIR website: [www.dir.ca.gov](http://www.dir.ca.gov).

## 7. EVALUATION

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

| CATEGORIES  | MAXIMUM POINTS POSSIBLE |
|---|-------------------------|
| General Qualifications and Experience                           | 25                      |
| Approach and Management Plan                                    | 15                      |
| Qualifications, Experience, References                          | 15                      |
| Work Plan and Sequence, Quality Control/Cost Control (combined) | 20                      |
| Representative Projects/Work Efforts                            | 20                      |
| Fee schedule  | 5                       |
| Total Possible Points   | 100                     |

- c. Interview: Responding short-listed firms may be requested to attend an interview. The responding firm's proposed lead project manager and any key team members should attend the interview. The County reserves the right to determine the number of respondents to be interviewed, the location, order and schedule of the interviews. The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the CEC will re-rank the firms to determine the best evaluated firm. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The intent of any interview is to allow the CEC to clarify and/or confirm its understanding of material submitted in response to this RFQ and not to consider new material. The responding firm must bear all costs incurred to attend.
- d. Best Value: The County will select the submittal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the responder with the lowest fee schedule, if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple responder.
- e.

## 8. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of responses, any interviews and final consideration of all pertinent information available, the County will issue a written notice of intent to award contracts to those responding firms that represent best value to the County based on alignment of professional capability with anticipated County needs over the term of the contracts. The County may award more than one contract for similar services. The notice shall identify the

apparent best evaluated responders. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated responder(s).

- b. The apparent best evaluated responder(s) should be prepared to enter into a contract with the County which shall be substantially the same as the *Standard Contract* included in Exhibit A to this RFQ. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a responder fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the responder, the County may cancel the award and award the contract to the next best evaluated responder.

## **9. PROTEST AND APPEALS**

Any actual responder who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such responder knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

## **10. TERMS AND CONDITIONS**

- a. The County's Purchasing & Contracting Policy, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFQ by this reference and governs this RFQ.
- b. RFQ Amendment, Cancellation and Right of Rejection:
  - i. The County reserves the unilateral right to amend this RFQ in writing at any time by posting the amendment on the County's website. Responders are responsible to view the website periodically for any amendments to the RFQ. Responders shall respond to the final written RFQ and any exhibits, attachments, and amendments. The County also reserves the right to reject any and all submittals or to cancel or reissue the RFQ.
  - ii. The County reserves the right to waive variances in responses provided such action is in the best interest of the County. Where the County waives minor variances in responses, such waiver does not modify the RFQ requirements or excuse the applicant from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any submittal to strict compliance with the RFQ.
- c. Confidentiality: The County will retain a master copy of each response to this RFQ, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Responders may clearly label part of a submittal as "CONFIDENTIAL" if the responder agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the responder

of the request and delay access to the material until 7 working days after notification to the responder. Within that time delay, it will be the responder's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

- d. Submittal Preparation, Interview and Negotiation Costs: The County shall not pay any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications, and costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.
- e. Statement of Qualifications Withdrawal: To withdraw an SOQ, the Responding Firm must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted SOQ, the Responding Firm may submit another SOQ at any time up to the deadline for submitting SOQs.
- f. Statement of Qualifications Amendment: The County shall not accept any amendments, revisions, or alterations to Statement of Qualifications after the deadline for SOQ submittal unless such is formally requested, in writing, by the County.
- g. Statement of Qualifications Errors: Responding Firms are liable for all errors or omissions contained in their Statement of Qualifications. Responding Firms shall not be allowed to alter SOQ documents after the deadline for submitting a Statement of Qualifications.
- h. Incorrect Statement of Qualifications Information: If the County determines that a Responding Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Responding Firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the Statement of Qualifications shall be rejected.
- i. Prohibition of Respondent Terms and Conditions: A Responding Firm may not submit the Firm's own contract terms and conditions in a response to this RFQ. If a submittal contains such terms and conditions, the County may determine the submittal to be a nonresponsive counteroffer, and the SOQ may be rejected unless the proposed terms are in accordance with the RFQ requirements set forth here.
- j. Right to Refuse Personnel: The County reserves the right to refuse any subcontractors/ sub-consultants or any personnel provided by the prime contractor or its subcontractors/ sub-consultants.
- k. Proposal of Alternate Services: Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFQ) may be considered non-responsive and rejected.
- l. Proposal of Additional Services: If a Responding Firm indicates the capability and offers services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of the County. The cost for any such additional services shall be mutually agreed upon by the Selected Firm(s) and the County and incorporated into the contract before contract signing.
- m. Licensure: Before a contract pursuant to this RFQ is signed, the Selected Firm(s) must hold all necessary, applicable business and professional licenses. The County may require any or all Responding Firms to submit evidence of proper licensure.

- n. Disclosure of Submittal Contents: All SOQs and other materials submitted in response to this RFQ procurement process become the property of the County of Solano. Selection or rejection of a submittal does not affect this right. All SOQ information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFQ by the Solano County Board of Supervisors, the SOQs and associated materials shall be open for review by the public to the extent allowed by the *California Public Records Act*, (Government Code Section 6250-6270 and 6275-6276.48). By submitting an SOQ, the Responding Firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.
- o. Proprietary Information: The master copy of each SOQ shall be retained for official files and will become public record after the award of a contract unless the SOQ or specific parts of the SOQ can be shown to be exempt by law (Government code §6276). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.
- p. Severability: If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and Responding Firms shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.
- q. Joint Ventures and Partnering:
  - 1. Submittals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County as a result of the participation of multiple entities.
  - 2. The submittal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFQ.
  - 3. The submittal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFQ.
  - 4. The SOQ transmittal letter must be signed by each Principal of the joint venture and include all required information.

## **11. ATTACHMENTS AND EXHIBITS**

ATTACHMENT 1: SAMPLE SCOPE OF WORK - SERVICE TASK LIST  
ATTACHMENT 2: COUNTY'S PROJECT MANAGEMENT ORGANIZATION

ATTACHMENT 3: INTENT TO PROPOSE FORM  
ATTACHMENT 4: SIGNATURE PAGE  
ATTACHMENT 5: QUESTIONS AND ANSWERS FORM  
ATTACHMENT 6: AGENCY REFERENCE FORM  
ATTACHMENT 7: KEY TEAM MEMBERS REFERENCE FORM  
ATTACHMENT 8: NON-COLLUSION DECLARATION  
ATTACHMENT 9: CERTIFICATION OF COMPLIANCE  
ATTACHMENT 10: COUNTY RESERVATIONS  
ATTACHMENT 11: DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS  
ATTACHMENT 12: PUBLIC WORKS REFORMS (SB 854) FACT SHEET  
ATTACHMENT 13: CHECK LIST

EXHIBIT A: COUNTY STANDARD CONTRACT  
EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS  
EXHIBIT C: GENERAL TERMS AND CONDITIONS  
EXHIBIT D: SPECIAL TERMS AND CONDITIONS

**COUNTY OF SOLANO  
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ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT  
SERVICES**

**SAMPLE - SCOPE OF WORK - SERVICE TASK LIST**

**1. TASK LIST**

The following is a sample, non-exclusive overall list of tasks that may be assigned to the selected firm(s). Specific scopes of work for each project/task may vary based on actual project need, and will be defined by individually executed contract amendment (Adjusted Services Agreement) commensurate with firm qualifications and capabilities. Responding firms are welcomed to provide a list of additional services or capabilities not listed below that may be beneficial to the County in the delivery of projects administered by the CPM Division, within the maximum RFQ page count. The County reserves the right to incorporate any such additional services into an agreement at its sole discretion.

During each phase listed below, due coordination and consultation with other County agencies and Authorities Having Jurisdiction is required, with approvals obtained before continuing to the next phase.

Note that Solano County has the statutory authority to deliver projects using various methods including design-bid-build, design-build (including bridging), multiple prime/trade contracting, and/or Best Value/performance contracting.

**2. PRE – PROJECT ACTIVITIES**

As project needs are identified, the County determines an appropriate course of action, available resources, and project priority. Technical Support Service tasks may include:

- Development of conceptual project scope, concept drawings and/or narrative
- Evaluate needs, resources, influences, and factors
- Identifying design, engineering and financing alternatives and options
- Development of conceptual project budget
- Identifying project stakeholder responsibilities
- Determine design, engineering and construction scope of work
- Determine costs for the project and provide a statement of probable cost
- Meet with County representatives
- Present concepts and projects in a public forum to general public and/or elected officials
- Develop Project schedule
- Prepare meeting minutes (typical all phases)
- Make recommendations regarding the method of project procurement (i.e.: design/bid/build, design/build, etc.)

**3. PRE-DESIGN**

Once a project has been approved and funded by the Board of Supervisors, the County CPM Project Coordinator must be able to commit resources to develop a more detailed project budget,



schedule, and acquire commensurate additional consultant services as needed. Technical Support Service tasks may include:

- Provide initial design, engineering and development
- Identify scope of services (basic and supplemental)
- Prepare Request for Qualifications (RFQ) and Request for Proposals (RFP)
- Assist in administering the evaluation and selection process
- Assist in contract negotiations
- Arrange for preliminary reviews of project by agencies having jurisdiction
- Consider environmental impacts
- Conduct materials testing
- Prepare necessary written or graphic materials
- Track agency requirements
- Prepare meeting minutes
- Identify options and/or requirements for regulatory agency compliance
- Facilitate departmental interviews and questionnaires for programming activities
- Manage or perform project entitlement
- Evaluate and present findings
- Evaluate project scope and budget and adjust as required

#### **4. SITE ANALYSIS**

During this phase, activities occur such as surveys, geotechnical investigations, resource assessments, utilities analysis, Environmental Impact Reports (EIR) and impacts on adjacent users are obtained and evaluated. Technical Support Service tasks may include:

- Perform site analysis or make determination to further outsource some/all site analysis activities
- Identify A/E or other specialized services required, assist in preparing requisite RFQs/RFPs and assist in the solicitation process
- Develop/obtain documentation of existing conditions
- Monitor individual consultant performance and overall project progress
- Evaluate findings/make recommendations based upon required quality and functionality
- Review project scope, budget, and schedule, and report any deviations
- Report at weekly meetings with CPM and the Facilities Operations Division
- Report at monthly project meetings with General Services Administration
- Prepare meeting minutes

#### **5. SCHEMATIC DESIGN**

This phase is characterized by the development of early design concepts in accordance with corresponding project program and site analysis, the scope of project and budget, code search, and client needs. Technical Support Service tasks may include:

- Prepare schematic site and/or facility design documents or make determination to outsource preparation of schematic design documents
- Perform code research and review
- Present findings, conclusions, and recommendations
- Coordinate consultant design team
- Respond to Requests for Information (RFI)
- Monitor project budget and schedule; prepare status reports
- Review schematic design documents to assure correlation with project scope and program

- Prepare or update statement of probable cost
- Estimate project design and construction timeline
- Obtain stakeholder approval(s) of schematic design
- Prepare meeting minutes

## **6. DESIGN DEVELOPMENT**

This phase fixes and describes the size and character of the project, including the architectural, structural, mechanical and electrical systems, materials, etc. Accountability for budget compliance is crucial. Value engineering, sustainability review and general constructability considerations take place in this phase. Logistical issues and collateral impacts precipitated by the project should be identified. Technical Support Service tasks may include:

- Prepare design development documents or make determination to outsource preparation of design development documents
- Conduct value engineering/sustainability review of design development
- Set up and monitor team meetings
- Prepare meeting minutes
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)/scope
- Monitor project budget and schedule; prepare status reports
- Report any deviations to project schedule and / or budget
- Coordinate County and consultant activities
- Oversee the appropriate activities for the procurement process (i.e.: design/bid/build, etc.)
- Respond to Requests for Information
- Obtain and record decisions
- Perform design development review
- Prepare DD-level cost estimate at e.g. 50%, 100% DDs
- Update project design and construction timeline
- Obtain approvals of design development

## **7. CONTRACT DOCUMENTS**

Typically during this phase (depending on the procurement method), project construction details are documented and materials developed that serve to administer the construction process and which embody the legal and contractual requirements, obligations and responsibilities of the owner, contractor, and design professional. The documents communicate to the contractor the quantities, qualities, and relationships of all work required to construct the project. They will also be the means of obtaining regulatory approvals to proceed with the construction. Technical Support Service tasks may include:

- Prepare contract documents or make determination to outsource preparation of contract documents
- Coordinate team meetings
- Monitor project budget and schedule; prepare status reports
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)
- Provide quality controls, coordination checking, and constructability review
- Conduct progress reviews at 30%, 60%, and 90%
- Prepare detailed (e.g. CSI, Unifomat) construction cost estimates (e.g. 50%, 90% pre-plan check)

- Update project plan check and construction timeline
- Prepare recommended bid add/delete alternates
- Respond to Requests for Information
- Coordinate County participation
- Review Contract Documents
- Prepare meeting minutes
- Obtain agency approvals

## **8. BIDDING/NEGOTIATIONS**

During this phase of procurement strict compliance with the Public Contracts Code and other regulations is essential to ensure smooth and timely award of contract. Technical Support Service tasks may include:

- Assist in marketing projects and identify interested contractors and suppliers to maximize competitive bidding Finalize Notice Inviting Bids
- Schedule pre-bid walk thru with appropriate County agencies and representatives
- Assist in setting date for advertising/bid opening
- Coordinate document printing and distribution
- Assist in tracking plan holders by maintaining the plan holders list
- Participate in pre-bid walk thru
- Prepare responses to RFI/addendum process
- Attend bid/proposal opening
- Validate proposals for completeness and conformance to regulations
- Complete bid tabulation sheet including bid alternates
- Assist in determining lowest responsible bidder
- As directed, issue notice of intent to award with accepted scope of work
- Prepare meeting minutes

## **9. CONSTRUCTION ADMINISTRATION**

During this phase, overseeing of the construction process requires timely response to requests for information, approvals of submittals, and careful monitoring of the schedule and budget. Informed decision making on the part of the owner requires relevant information and alternative solutions be presented. Technical Support Service tasks may include:

- Assist in process to acquire/build-out/furnish swing space (if required)
- Set up project manual/information tracking systems
- Participate in the Pre-construction Conference
- Assist in setting project start date and completion date
- Review project schedule and budget
- Coordinate the activities of the Contractor, County staff and other County operations
- Attend weekly job site meetings
- Conduct testing and inspections
- Record/publish/distribute meeting minutes
- Attend weekly work group meetings
- Identify and facilitate bidding of long-lead materials and equipment for early purchasing
- Report project progress/issues requiring Owner resolution
- Report cost and schedule impacts
- Prepare cost estimates to verify change order claims
- Assist in processing RFIs, Bulletins, RFPs; prepare change orders

- Assist in processing of submittals/review submittals
- Assist in processing of substitution requests/review substitutions
- Ensure Project Record Documents are being updated and delivered to the County
- Monitor project schedule
- Monitor project budget
- Coordinate/Manage information provided to Utilities providers
- Facilitate coordination of inspections with other regulatory agencies
- Assist in reviewing and processing of progress payments/pay requests
- Coordinate systems testing programs
- Assist in administering close-out process
- Review certified payroll verification
- Assist in claims analysis and dispute resolution
- Coordinate and consolidate final inspections and punch lists for completion
- Assist in preparation of Notice of Completion

## **10. POST CONSTRUCTION**

This phase evaluates the performance of the project and quality of the work. As the user moves in, attention to overlooked details and their correction is important. This phase also affords the opportunity to review processes and procedures, consultant and contractor performance. This helps evaluate product performance, and construction/installation details. Technical Support Service tasks may include:

- Facilitate move-in activities
- Participate in management of warranty work
- Perform consultant evaluation
- Perform contractor evaluation
- Provide information to document final project costs/cost evaluation
- Perform product specification evaluation
- Perform General Conditions/General Requirements review
- Document lessons learned for use on future projects
- Facilitate County staff performance review
- Assist in developing and administering and updating data base for future project reference

## **11. OTHER SERVICES**

Other Technical Support Service tasks may include:

- Managing solicitation processes to procure consultant/construction resources for projects
- Documenting project organization and procedures at project start-up to provide continuity between project phases
- Estimating design/engineering concepts and compare to cost models
- Identify value engineering and life-cycle cost study areas and perform studies or cause studies to be performed
- Monitoring the marketplace and report on escalation and other changes
- Management of testing agencies
- Recommending changes in work that will save time/money or improve quality
- Managing photographic records for the project
- Assembling operating manuals and warranties
- Conducting facility condition or code compliance assessments
- Assisting in close-out of design and construction contracts
- Providing recommendations to resolve site and building environmental issues

- Coordinating work of utility providers
- Managing work of County's Public Art Program for new construction projects

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**COUNTY'S PROJECT MANAGEMENT ORGANIZATION**

Projects are governed per the County's Project Management Organization, the specific application and structure of which depends on the nature of the individual project and relevant stakeholder groups involved. Not all projects will operate under a full management structure.

**General Services, Division of Capital Projects Management** – Officially acts as the managing Department/Division in carrying out the day to day responsibilities of developing/managing projects that house County programs and services.

**Executive Committee** - This group has authority to make final decisions concerning project issues that are outside the established scope, cost and schedule of each project/work effort. This committee, whose composition may vary from project to project, consists of representatives from the Executive Management Group of senior County personnel and executive-level staff of the City in which the project resides. Typically, the selected Technical Support Services firm will be called on as required to provide or coordinate provision of graphic information and/or make presentations before the Executive Committee to facilitate project communication and issue resolution.

**Steering Committee/Core Group** – This committee/group has authority to make final decisions concerning project issues within the project's established scope, cost and schedule. This committee/group normally consists of representatives from County Departments/Divisions who are stakeholders in the project. The selected firm(s) will be called on to provide (or coordinate provision of) graphic information, make presentations before the Steering Committee/Core Group to facilitate project communication and issue resolution, and manage Steering Committee/Core Group meetings. The Core Group, composed of selected members of the Steering Committee, may meet more frequently than the Steering Committee, to expedite project-related issues or resolve sensitive challenges.

**Work Group** - This group performs the day-to-day work and prepared technical studies required to progress each project/work effort, implements the decisions made by the Executive/Steering Committees and formulates recommendations for consideration by these other committees. This group, whose composition may vary from project to project, also consists of representatives from various County Departments/Divisions who are stakeholders in the project/work effort. The selected Technical Support Services firm(s) will organize and actively participate in all Work Group meetings for assigned projects/work efforts and will be called on as required to provide or coordinate provision of graphic information and/or make presentations before the Work Group to facilitate project communication and issue resolution. Selected firms will primarily interact with Work Group members during the course of a project.

**Authorities Having Jurisdiction** – The Department of Resource Management acts as the primary local regulatory authority having jurisdiction in matters regarding building codes, planning and environmental issues for County-owned projects. Other agencies, such as the fire departments in local cities, will also have regulatory authority over specific aspects of the work performed under the agreements resulting from this solicitation. Depending on specific project needs, other federal, state, and local agencies may also be Authorities Having Jurisdiction, including utility providers.

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**INTENT TO PROPOSE FORM**

Date: \_\_\_\_\_

Email the following Intent to Respond form to Solicitation Coordinator on or before 02/18/19 5:00 P.M.

**To:** County of Solano Purchasing Services  
**Attention:** Farid Atmar  
**Title:** Senior Buyer  
**Email:** [MFAatmar@solanocounty.com](mailto:MFAatmar@solanocounty.com)

**From:**

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

We intent to respond to this solicitation by the specified due date. Yes \_\_\_\_\_, NO \_\_\_\_\_

By signing above, I certify that I am authorized by the Company named above to respond to this request.



**COUNTY OF SOLANO**  
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**SIGNATURE PAGE**

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

**CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (YES) OR (NO)**

|  |  |
|--|--|
| Agency Reference Statement (Complete form and return with SOQ) |  |
| Non-Collusion Declaration (Complete form and return with SOQ)  |  |
| Certification of Compliance                                    |  |
| Reservations   |  |
| Other (Please specify):  |  |

**SIGNATURE AND ACKNOWLEDGMENT:**

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

**By signing the above, I certify that I am authorized by the company named above to respond to this form.**

**COUNTY OF SOLANO**  
**REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19**  
**ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES**

**QUESTIONS AND ANSWERS FORM**

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county's response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by at [MFAatmar@solanocounty.com](mailto:MFAatmar@solanocounty.com), or submit via public purchase website at [www.publicpurchase.com](http://www.publicpurchase.com). Please contact the coordinator with any questions regarding this process, preferably via email.
4. Please use page 2 of 2 for more questions:

**QUESTIONS AND ANSWER**

| NO. | REFERENCE SECTION OF SOLICITATION | QUESTIONS / COMMENTS | COUNTY RESPONSE (FOR COUNTY USE ONLY) |
|-----|-----------------------------------|----------------------|---------------------------------------|
|     |                                   |                      |                                       |

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

**Q&A CONTINUED, PAGE 2 OF 2**

| NO. | REFERENCE<br>SECTION OF<br>SOLICITATION | QUESTIONS / COMMENTS | COUNTY<br>RESPONSE<br>(FOR<br>COUNTY USE<br>ONLY) |
|-----|---|----------------------|---|
|     |   |                      |   |

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

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**AGENCY REFERENCE FORM**

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

**LIST OF REFERENCES**

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

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

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

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**KEY TEAM MEMBERS REFERENCE FORM**

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

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

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

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

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

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_,  
the party making the foregoing bid.

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

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

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

**SIGNATURE AND ACKNOWLEDGMENT**

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

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**CERTIFICATION OF COMPLIANCE**

**CERTIFICATION:**

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

- a) The laws of the County of Solano:  
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:  
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:  
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:  
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:  
<https://www.ada.gov/pubs/adastatute08.htm>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

**READ AND ACKNOWLEDGE ON RFP ATTACHMENT 4, SIGNATURE PAGE**

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**SOLANO COUNTY RESERVATIONS**

**COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:**

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

**Right of Rejection**

1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

**READ AND ACKNOWLEDGE ON SOLICITATION ATTACHMENT 4, SIGNATURE PAGE**



**COUNTY OF SOLANO**  
**REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19**  
**ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT**  
**SERVICES**

**PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

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

|  |
|--|
|  |
|--|

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

---

**SIGNATURE AND ACKNOWLEDGMENT**

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

**COUNTY OF SOLANO**  
**REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19**  
**ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT**  
**SERVICES**

**PUBLIC WORKS REFORMS (SB 854)**  
**FACT SHEET**

(check website below for any updates)

<https://www.dir.ca.gov/default.html>

Public works reforms (SB 854) were signed into law on June 20, 2014. The reforms made several significant changes to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through the program established by SB 854 are used to fund DIR's public works activities.

**Essentials of public works contractor registration program:**

- Contractors are subject to a registration and annual renewal fee set initially at \$400. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
  - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
  - Must have Contractors State License Board license if applicable to trade.
  - Must not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
  - Must not be under federal or state debarment.
  - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.
- DIR provides a searchable database of registered contractors and subcontractors on its website, so that awarding bodies and contractors can comply with the requirement to only use registered contractors and subcontractors.
- Various protections are built in so that
  - A contractor won't be in violation for working on a private job that is later determined to be public work;
  - The inadvertent listing of an unregistered subcontractor on a bid doesn't necessarily invalidate that bid;
  - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
  - An unregistered contractor or subcontractor can be replaced with one who is registered;

- A contractor whose registration lapses will have a 90-day grace period within which to pay a late fee and renew.
- Contractors and subcontractors register online. The preferred method of payment is by credit card.
- The requirement to list only registered contractors and subcontractors on bids became effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

### **Essentials of Public Works Enforcement Fund:**

All contractor registration fees go into the State Public Works Enforcement Fund and are used to fund the following items:

- Administration of contractor registration requirement;
- All DIR costs for administering and enforcing public works laws;
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR no longer charges awarding bodies for prevailing wage compliance monitoring and enforcement on legacy CMU projects.

### **Related changes in DIR's administration and enforcement of public works requirements:**

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects were eliminated and replaced by requirements that apply to *all* public works projects (as defined under the Labor Code).
- Awarding bodies are required to submit PWC-100 (contract award notice) for all public works projects.
- Contractors and subcontractors on *all* public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
  - CPRs are furnished to the Labor Commissioner online
  - This requirement phases in as follows:
    - Applied to public works projects that had been under CMU monitoring;
    - Applies to any new projects awarded on or after April 1, 2015;
    - May apply to other projects as determined by Labor Commissioner;
    - Applies to *all* public works projects, (except those listed under Exemptions just below), on and after January 1, 2016.
  - **Exemptions:** As of April 1, 2015, and even after January 1, 2016, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner:

#### **Any projects monitored and enforced by the following legacy LCPs:**

- California Department of Transportation (Caltrans)
- City of Los Angeles
- Los Angeles Unified School District
- County of Sacramento

**Projects covered by qualifying project labor agreements,** at the Labor Commissioner's discretion.

- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) ongoing public works projects awarded prior to January 1, 2012, that were under a pre-existing LCP requirement (see the four legacy LCPs listed above) and (2) projects funded in whole or in part by Proposition 84.

**IMPORTANT NOTICES:**

1. IF CALIFORNIA STATE PREVAILING WAGE IS IN EFFECT FOR SOME PORTIONS OF THE RFP, SUBMIT"
2. DIR REGISTRATION NUMBER: \_\_\_\_\_
3. CONTRACTOR LICENSE NUMBER: \_\_\_\_\_
4. DIR PREVAILING WAGE CRAFT-CLASSIFICATION: \_\_\_\_\_

**SB 854 FACT SHEET ACKNOWLEDGEMENT**

**SIGNATURE AND ACKNOWLEDGMENT:**

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

**COUNTY OF SOLANO**  
**REQUEST FOR QUALIFICATIONS (RFQ) NO. 906-0201-19**  
**ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES**

**CHECK LIST**

| <b>RFQ REQUIREMENTS</b><br><b>NOTE:</b><br><b>THIS CHECKLIST IS NOT COMPREHENSIVE. IT IS THE RESPONDER'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL REQUIREMENTS OF THIS SOLICITATION.</b>  |  | <b>INDICATE BY INITIALING BELOW</b> |
|---|--|-------------------------------------|
| 1. ALL REQUIRED ATTACHMENTS, APPENDICES, AND OTHER DOCUMENTS AS REQUIRED BY RFQ?  |  |                                     |
| 4.RFQ RESPONSE FORMATTED CONGRUENT WITH RFQ?  |  |                                     |
| 5. RFQ RESPONSE CONTAINS CLEARLY IDENTIFIED COVER LETTER?   |  |                                     |
| 6. KEY TEAM MEMBERS RESUME, ATTACHMENT 7, INCLUDED IN RESPONSE APPENDIX?  |  |                                     |
| 7. SIGNATURE PAGE, ATTACHMENT 4, INCLUDED IN RESPONSE APPENDIX?   |  |                                     |
| 8. NON-COLLUSION DECLARATION, ATTACHMENT 8, INCLUDED IN RESPONSE APPENDIX?  |  |                                     |
| 9. PROPOSER'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS, ATTACHMENT 11, INCLUDED IN RESPONSE APPENDIX?   |  |                                     |
| 10. RESPONSE LIMITED TO 30 SINGLE-SIDED (15 DOUBLE-SIDED) PAGES AS SPECIFIED IN SECTION 5?  |  |                                     |
| 11. IF ANY, WERE OBJECTIONS TO THE COUNTY CONTRACT SUBMITTED ON ATTACHMENT 5 DURING THE PERIOD FOR QUESTIONS AND COMMENTS, AS DETAILED IN THE RFQ SCHEDULE OF EVENTS? THE COUNTY RESERVES THE RIGHT TO REJECT ANY QUALIFICATIONS OR OBJECTIONS TO THE CONTRACT IF INCLUDED IN RESPONDER'S RESPONSE IF NOT IDENTIFIED ON ATTACHMENT 5. |  |                                     |
| 11. AMENDMENT(S) TO RFQ ACKNOWLEDGEMENT INCLUDED IN RESPONSE, INCLUDE IN APPENDIX OF RESPONSE IF APPLICABLE   |  |                                     |
| 12. RFQ RESPONSE CONTAINS/MEETS ALL RFQ REQUIREMENTS  |  |                                     |
| 13. THIS RFQ CHECK LIST INCLUDED IN RESPONSE, ATTACHMENT 13, INCLUDE IN APPENDIX X OF RESPONSE  |  |                                     |

**SIGNATURE AND ACKNOWLEDGMENT**

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

**COUNTY STANDARD CONTRACT**

The Standard contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

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

CONTRACTOR'S NAME

The Term of this Contract is:

The maximum amount of this Contract is:  
\$

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 01/19/07

**BUDGET DETAIL AND PAYMENT PROVISIONS**

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

**1. METHOD OF PAYMENT**

Upon initiation on an Adjusted Services Authorization (ASA)/Work Order approved by the County, compensation shall be for a total not to exceed the amount in each ASA/Work Order according to the attached Fee Schedule (*here – Consultant's rates sheet to be attached*) accrued on an hourly basis to task-oriented work or by a separate negotiated fee for other work as mutually agreed upon the County and Consultant.

No compensation shall be due without prior authorization and corresponding properly executed ASA/Work Order.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

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

[http://www.solanocounty.com/depts/auditor/electronic\\_payment\\_to\\_vendor\\_\(ach\).asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_(ach).asp)



**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

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

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

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

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of

applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

## 7. INSURANCE

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

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

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

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

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

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

- |  |   |   |
|--|---|---|
| (1) General Liability:<br>(Including operations, products and completed operations.) | <b>\$1,000,000</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:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit.                       |
| (2) Professional Liability: | <b>\$1,000,000</b> | 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.

**SPECIAL TERMS AND CONDITIONS****1. CONTRACT EXTENSION**

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed (contract amount)

**2. TERMINATION**

A. Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon **30** days written notice from one to the other.

**3. ADDITIONAL INSURANCE**

**(1) Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars (\$1,000,000) combined single limit per claim and in the aggregate. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.**

(2) Professional malpractice insurance of all activities of Contractor (and its subcontractors) arising out of or in connection with this Contract in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

**4. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

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

**(2) Provide an audit report, including a management letter, to County annually;**

(3) Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within 30 days of completion;

(4) Provide an unaudited statement of revenue and expenditures to County within thirty (30) days of completion of the project if funds awarded to Contractor are \$100,000 or less;

(5) Obtain a bond at, Contractor's sole expense, in an amount sufficient to cover start-up funds if any were provided to Contractor from County.

**5. DRUG FREE WORKPLACE**

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

**6. CHILD/ADULT ABUSE**

**Contractor shall execute the form attached as Exhibit " D-2 and D-3 " .**

**7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor

acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

***Contractor shall execute the form attached as Exhibit " D-4 ".***

#### **8. CHANGES AND AMENDMENTS**

***Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.***

#### **9. CONFIDENTIALITY OF MENTAL HEALTH RECORDS**

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

#### **10. EARLIER DEFAULT**

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 10 in Exhibit D, the time period for notifying Contractor of default shall be \_\_\_\_ days. If Contractor fails to cure a default within \_\_\_\_ days after notification, or if the default requires more than \_\_\_\_ days to cure and Contractor fails to commence to cure the default within \_\_\_\_ days after notification, then Contractor's failure shall terminate this Contract.

#### **11. INDEMNIFICATION FOR PHYSICIANS**

***Pursuant to Government Code section 800 et seq., County shall indemnify Contractor against all claims, losses and damages arising out of Contractor's performance to the extent that Contractor would be entitled to indemnification if Contractor were a County employee. County may indemnify either by self-insuring or by purchasing insurance for such purpose.***

#### **12. CONFIDENTIAL RECORDS**

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

#### **13. FEDERAL/STATE HEALTH CARE PROGRAMS**

**Contractor shall execute Exhibit " " for services which may be reimbursed by Federal or State Health Care Programs (including, but not limited to, Medicare, MediCal and Grants), when such services are either provided on Solano County premises or for which County may seek reimbursement from Federal or State Health Care Programs or grants.**

#### **14. STANDARD OF CARE**

***Architecture and/or Engineering firms in responsible control of project design will be requested to include the following section in their contract with the County:***

The Consultant shall perform services consistent with the professional skill and care ordinarily provided by architects/engineers/professional services consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Notwithstanding any other provision of this Agreement, this Standard of Care shall govern the Contractor's services and any clause which purports to heighten the standard of care shall be read as if it is subject to the Standard of Care.

The Architect shall provide services and produce Instruments of Service, defined as drawings, specifications and other documents in accordance with the Standard of Care. Owner and Architect acknowledge that no set of Instruments of Service is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care and that the Instruments of Service, while still consistent with the Standard of Care, may contain errors, omissions, and inconsistencies (collectively "Errors") at the time they are provided to Owner.

The Owner agrees that for portion of projects consisting of construction values \$100,000 or less, if the Errors do not increase the Construction Cost by Change Order by more than ten percent (10%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for the portion of projects consisting of construction values \$100,000 to \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than five percent (5%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for portion of projects consisting of construction values over \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than three percent (3%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from such Errors. This release does not limit Architect's liability for increases beyond the applicable percentages in the event the Instruments of Service are not prepared in a manner consistent with the Standard of Care. Construction Cost increases by Change Order as a result of Owner requests, changes in governmental agency requirements after previous approval, errors made by the Contractor or Owner's consultants, or unforeseen conditions are not costs due to Errors of Architect/Engineer. The Architect/Engineer shall not be responsible for increases to the Construction Cost for items omitted from the Instruments of Services, but that are necessary for the proper completion of the Project, except for 15% percent of the negotiated change order, which shall be the established amount to recognize the premium cost that may be necessary in order to add or retrofit an omitted item. Any Error in the Instruments of Service, whether or not in violation of the Standard of Care, shall be promptly corrected by Architect/Engineer without charge to Owner upon discovery by or notice to the Architect/Engineer. In the event that responsibility for the error or omission is shared by parties other than the Architect/Engineer, the cost split will be determined in accordance with the dispute resolution provisions of the contract.

SOLANO COUNTY  
**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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COMPANY/ORGANIZATION NAME

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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**

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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.

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Contractor or Grant Recipient Signature

Date

---

Official's Name (type or print)

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Title

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Federal Tax I.D. Number

**CHILD ABUSE REPORTING REQUIREMENTS**

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ADULT ABUSE REPORTING REQUIREMENTS**

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- |   |   |
|---|---|
| 1. Health facility  | 12. Licensing worker or evaluator   |
| 2. Clinic   | 13. Public assistance worker  |
| 3. Home health agency   | 14. Adult protective services agency  |
| 4. Educational institution  | 15. Patient's rights advocate   |
| 5. Sheltered workshop   | 16. Nursing home ombudsman ...  |
| 6. Camp   | 17. Legal guardian or conservator   |
| 7. Respite care facility  | 18. Skilled nursing facility  |
| 8. Residential care institution<br>including foster homes and<br>group homes  | 19. Intermediate care facility  |
| 9. Community care facility  | 20. Local Law enforcement agency  |
| 10. Adult day care facility,<br>including adult day health<br>care facilities | 21. Any other person who provides<br>goods or services necessary to<br>avoid physical harm or mental<br>suffering and who performs duties |
| 11. Regional center for persons<br>with developmental disabilities            |   |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## SOLANO COUNTY

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

## CONTRACTOR AGREEMENT

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(Contractor Name)

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This Exhibit shall constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and the Contractor or grant recipient (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- A County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), in certain aspects of its operations performed on behalf of the County.
- C As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

#### I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR parts 160 and 164.

1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
2. **Contractor** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality,

or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.

4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
5. **Covered Entity means the same as defined** under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
6. **Designated Record Set means the same as defined** in 45 C.F.R. § 164.501.
7. **Electronic Protected Health Information (ePHI) means the same as defined** in 45 C.F.R. § 160.103.
8. **Electronic Health Record means the same as defined** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.
9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations means the same as defined** in 45 C.F.R. § 164.501.
11. **Individual means the same as defined** in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing means the same as defined** under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer means the same as defined** in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and t 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law means the same as defined** in 45 CFR § 164.103.

17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Security Event** means an immediately reportable subset of security incidents which incident would include:
- a. a suspected penetration of Contractor's information system of which the Contractor becomes aware of but for which it is not able to verify immediately upon becoming aware of the suspected incident that PHI was not accessed, stolen, used, disclosed, modified, or destroyed;
  - b. any indication, evidence, or other security documentation that the Contractor's network resources, including, but not limited to, software, network routers, firewalls, database and application servers, intrusion detection systems or other security appliances, may have been damaged, modified, taken over by proxy, or otherwise compromised, for which Contractor cannot refute the indication of the time the Contractor became aware of such indication;
  - c. a breach of the security of the Contractor's information system(s) by unauthorized acquisition, including, but not limited to, access to or use, disclosure, modification or destruction, of unencrypted computerized data and which incident materially compromises the security, confidentiality, or integrity of the PHI; and or,
  - d. the unauthorized acquisition, including but not limited to access to or use, disclosure, modification or destruction, of unencrypted PHI or other confidential information of the County by an employee or authorized user of Contractor's system(s) which materially compromises the security, confidentiality, or integrity of PHI or other confidential information of the County.

If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format but the decryption key which would allow the decoding of the data is also taken, the parties shall treat the acquisition as a breach for purposes of determining appropriate response.

20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

## II. OBLIGATIONS OF CONTRACTOR

1. Compliance with the Privacy Rule: Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to “Business Associates” as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.
2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to “Business Associates” as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act.

### **III. USES AND DISCLOSURES**

Contractor shall not use Protected Health Information except for the purpose of performing Contractor’s obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
  - a. For functions, activities, and services for or on the Covered Entities’ behalf for purposes specified in the Contract and this Agreement.
  - b. As authorized for Contractor’s management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - c. As required by law.
  - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, shall require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor shall not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor shall not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.

7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

#### **IV. MINIMUM NECESSARY**

Contractor (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Health necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

#### **V. APPROPRIATE SAFEGUARDS**

1. Contractor shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County to disable previously authorized access.

#### **VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR**

1. Contractor shall ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to

Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].

2. Contractor shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(I)).

## **VII. ACCESS TO PROTECTED HEALTH INFORMATION**

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor shall make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45 C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor shall promptly forward the request to the County. Contractor shall then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations shall permit.
4. Contractor shall provide copies of HIPAA Privacy and Security Training records and HIPAA policies and procedures within five (5) calendar days upon request from the County.

## **VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION**

Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors shall be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

## **IX. ACCOUNTING OF DISCLOSURES**

1. At the request of the County, and in the time and manner designed by the County, Contractor and its agents or subcontractors shall make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor shall forward within five (5) calendar days a written copy of the request to the County. It shall be the County's responsibility to prepare and deliver any such accounting requested. Contractor shall not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph shall survive the termination of this Agreement.

## **X. GOVERNMENTAL ACCESS TO RECORDS**

Contractor shall make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the Secretary of the U.S. Department of Health and Human for purposes of determining Contractors compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor shall provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

## **XI. CERTIFICATION**

To the extent that the County determines that such examination is necessary to comply with the Contractor's legal obligations pursuant to HIPAA relating to certification of its security practices, County, or its authorized agents or contractors may, at the County's expense, examine Contractor's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to County the extent to which Contractor's security safeguards comply with HIPAA Regulations, the HITECH Act, or this Agreement.

## **XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

1. In the case of a breach of unsecured Protected Health Information, Contractor shall comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.



2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410. or security incident immediately upon discovery by telephone at 707-784-2962 and [Riskdepartment@solanocounty.com](mailto:Riskdepartment@solanocounty.com) or 707-784-3199 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.
4. Contractor shall mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make all documentation available to the County.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

### **XIII. TERMINATION OF AGREEMENT**

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor.
3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

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### **CERTIFICATION**

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I, the official named below, certify 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 is made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Contractor or Grant Recipient Signature                      Date

\_\_\_\_\_  
Official's Name (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number