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**REQUEST FOR PROPOSALS (RFP)  
NUMBER: 946-0207-20**

**FOR: CONDUCT EXAMINATION OF THE COMPREHENSIVE  
ANNUAL FINANCIAL REPORT AND COMPLIANCE AUDIT PER  
THE SINGLE AUDIT ACT AMENDMENTS OF 1996 AND OMB  
CIRCULAR A-133**

**RELEASE DATE: FEBRUARY 10, 2020  
RESPONSE DUE: MARCH 3, 2020 5:00 PM, PST**

SUBMIT PROPOSAL TO:	RFP COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>	JoAnn Epperson, Buyer <a href="mailto:jepperson@solanocounty.com">jepperson@solanocounty.com</a> Phone: (707)784-6322
Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at <a href="http://www.solanocounty.com">www.solanocounty.com</a> . Include the application with your proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform. <b>Proposers are responsible for frequently checking the Bonfire Platform at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> for any changes or information relating to this RFP.</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

### General Information

a. The County of Solano is requesting proposals from qualified firms of certified public accountants to audit its Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2020, 2021, and 2022. These audits are to be performed in accordance with generally accepted auditing standards (GAAS), the standards set forth for financial audits by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), the Government Accountability Office's (GAO) Government Auditing Standards. Also, with the provisions of the federal Single Audit Act of 1984 (with amendment in 1996) and requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

b. Engagement Term

The County intends to enter into a three-year initial contract period, beginning with the fiscal year ending June 30, 2020, with the option by County to renew for two (2) additional one (1) year terms, and 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 ninety (90) days prior to the contract expiration date.

## 2. BACKGROUND

a. Solano County is a general law county with a population of 441,307 as of May 1, 2019, and has an annual budget of \$1.190 billion for FY 2019/20. The governing body is an elected five-member Board of Supervisors (Board). The Board is responsible for the executive and legislative activities of the County. A County Administrative Officer is appointed by, and reports to, the Board. The County's fiscal year begins on July 1 and ends on June 30.

b. An organizational chart and a list of key officials are included in the Adopted Budget (see Exhibit E).

c. Organizational units of the County government are under the direction of elected officials or appointed department heads.

d. The Auditor-Controller, an elected official, is the chief financial officer of the County. Accounting records and financial statements are maintained by the Auditor-Controller.

e. The financial statements of the County include the financial activities of the County and all agencies and special districts under the control of the Board of Supervisors. Their financial operations are closely related and the Board of Supervisors has continuing oversight responsibility over all of these entities.

f. In addition, the County contracts with the Workforce Development Board (WDB), a private, non-profit 501(c) (3) organization, to administer the programs of the Workforce Investment Act (WIA). WDB is included as a discretely presented component unit of the County's basic financial statements.

g. The Solano County Fair (Fair) is another a discretely presented component unit in the County's basic financial statements. The Fair Association is a 501(c) (3) non-profit

organization established to conduct the annual County Fair and oversee the day-to-day operations of the county's fairgrounds property. The Fair Association operates under a contract with the county as a self-supporting enterprise fund.

- h. The County of Solano is organized into 19 departments and agencies. The accounting and financial reporting functions of the County of Solano are centralized.

More detailed information on the government and its finances can be found in the Adopted Budget Fiscal Year 2019/20 and the County's Comprehensive Annual Financial Report, Fiscal Year ended June 30, 2019 (see Exhibit E).

i. Fund Structure

<b>The County of Solano uses the following fund types and account groups in its financial reporting type:</b>	<b>Number of Funds Individual</b>	<b>Number with Legally Adopted Annual Budgets</b>
General Fund	1	1
Special Revenue Funds	47	47
Debt Service Funds	4	4
Capital Project Funds	4	4
Permanent Funds	N/A	N/A
Enterprise Funds	2	2
Internal Service Funds	3	3
Private Purpose Trust Funds	4	1
Investment Trust Funds	296	N/A
Pension(and other employee benefits trust funds	N/A	N/A
Agency Funds	88	N/A

j. Budgetary Basis of Accounting

The County of Solano prepares its budgets on a basis consistent with generally accepted accounting principles.

k. Federal and State Awards

The Federal and State awards programs received by the County of Solano are identified and listed in the (audited) Schedule of Expenditures of Federal Awards for the Fiscal Year Ended June 30, 2019 (see Appendix F).

l. Pension Plans

The County is a plan member in the Public Agency portion of the California Public Employees' Retirement System (CalPERS), an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California. A menu of benefit provisions as well as other requirements is established by State statutes within the Public Employees' Retirement Law. The County selects

optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through County ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS annual financial report can be obtained from the CalPERS Executive Office, 400 Q Street, Sacramento, CA 95811.

m. The actuarial methods and assumptions used to determine the County's annual contribution to fund pension benefits are those adopted by the CalPERS Board of Administration.

n. Component Units

The County of Solano is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, component units are included in the County of Solano's financial statements (i.e., Statement of Net Assets and Statement of Activities).

The management of the County of Solano identified the following component units for inclusion in the County of Solano's financial statements:

Solano County Fair Association (SCFA) – a 501(c) (3) non-profit organization established to conduct the annual Solano County Fair and operate the fairgrounds property to provide a year-round, multi-purpose venue that celebrates the wide variety of resources and activities available to the County's diverse communities. The SCFA year end is December 31. The SCFA is audited by the County Auditor-Controller's Internal Audit Division. The audit report and financial statements of the SCFA can be obtained from the Auditor-Controller's Internal Audit Division.

Workforce Development Board of Solano County (WDB) – exists through statutory requirement of the federal Workforce Investment Act (WIA). A Memorandum of Understanding (MOU) between the County and WDB establishes WDB as the administrative entity that oversees and administers the WIA-funded programs. Funding is primarily through the U.S. Department of Labor. The WDB fiscal year end is June 30.

o. Magnitude of Finance Operations

The Auditor-Controller's Office is headed by Phyllis S. Taynton, CPA, Auditor-Controller, and consists of thirty-seven employees. The principal functions performed, and the number of employees assigned to each is as follows:

- Administration (3)
- General Accounting (10)
- Financial, Training and Reporting (3)
- Property Tax (6)
- Grants Administration (1)
- Payroll (9)
- Internal Audits (5)

p. Computer Systems

The County Auditor-Controller uses the following systems/applications:

- OneSolution Accounting System (OS) software. The OS runs on a set of 4 Windows Server 2012 R2 platform. The OS is the primary accounting software used in the County.

- PeopleSoft HRMS for payroll accounting. The HRMS runs on 3 Windows Server 2012 R2 platform that interfaces to the OS.
- Intellitime – The IntelliTime Virtual Timecard Interface (VTI) is a web-based timekeeping solution which incorporates the County’s numerous Memorandums of Understanding with various employee unions. VTI provides electronic signatures and automated workflow of documents. In addition, the County uses the Intellitime Dynamic Scheduler which provides shift scheduling and staffing tools for the Public Safety departments, County Library, and Health Services.
- SCIPS - Solano County Integrated Property System is a custom application developed and maintained by the Property systems Division of the Department of Information Technology. The system supports the functions of the Assessor, Auditor, and Tax Collector in appraising, tax bill issuance, bill collection, and tax apportionment for Solano County.

q. Internal Audit Function

The County of Solano maintains an internal audit function. The internal audit function reports to Phyllis S. Taynton, CPA, Auditor-Controller, and is staffed by five employees including three Certified Public Accountants (CPA).

r. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact RFP Coordinator or visit our website at [www.solanocounty.com](http://www.solanocounty.com). The County of Solano will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

### 3. SCOPE OF SERVICE/ PROJECT

a. Scope of Work to be Performed

The County of Solano desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The County of Solano also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an “in-relation-to” report on that schedule based on the auditing procedures applied during the audit of the financial statements.

The auditor shall review the County's GANN Appropriation Limit calculation for compliance with Proposition 111 (Section 1.5 of Article XIII B of the California Constitution). The review will:

1. Evaluate the accuracy of the computation and adequacy of the documentation.
2. Determine compliance with the Appropriations Limit.
3. Determine if the Appropriations Limit resulting from the completion of various worksheets was adopted by the Board of Supervisors.
4. Determine if the current limit was calculated in accordance with guidelines prepared by the County Accounting Standards and Procedures Committee of the State Controller's Office.

The auditor will conduct an exit conference with the Auditor-Controller, County Administrative Officer, the Grand Jury and appropriate departmental units prior to the issuance of the reports.

The auditor will also provide the Auditor-Controller's Office with new accounting and auditing pronouncements, discuss their impact and implementation on the County, as needed, and make available to the staff of the Auditor-Controller locally offered, in-house governmental accounting, governmental auditing, and other related training programs.

b. Auditing Standards to be Followed

To meet the requirements of this request for proposal, audits are to be performed in accordance with generally accepted auditing standards (GAAS), the standards set forth for financial audits by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), the Government Accountability Office's (GAO) Government Auditing Standards. Also, with the provisions of the federal Single Audit Act of 1984 (with amendment in 1996) and requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

c. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements. The report should identify areas where opportunities exist to enhance and improve internal controls.
3. A report on compliance and internal control over compliance applicable to each major federal program.

In the required report(s) on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:

- Conditions which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Nonreportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on compliance and internal controls.

The reports on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. The auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Board of Supervisors
- Grand Jury
- Auditor-Controller's Office
- District Attorney

#### d. Special Considerations

1. The County of Solano will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the County of Solano to meet the requirements of that program.
2. The County of Solano anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
3. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report and will be issued separately.
4. It is anticipated that the auditor shall provide technical training to key personnel in implementing new GASB Statements, as the Statements become effective.

#### e. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of Solano of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- County of Solano
- All cognizant agencies of federal assistance (noted in Section 3. D. 4.)
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County of Solano as part of an audit quality review process
- Auditors of entities of which the County of Solano is a subrecipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

**4.SCHEDULE OF EVENTS**

February 10, 2020	RFP issued
February 17, 2020	Intent to Propose form submitted
February 17, 2020	Questions concerning RFP and project emailed to RFP Coordinator, <a href="mailto:Email@solanocounty.com">Email@solanocounty.com</a> or submit digitally via Bonfire E-Procurement platform Solano County Portal at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> no later than 5:00 PM PST..
February 27, 2020	The County’s response to questions posted Bonfire E-procurement platform <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a>
March 6, 2020	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <a href="https://solanocounty.bonfirehub.com">https://solanocounty.bonfirehub.com</a> are due no later than 5:00 p.m. Late submittals will not be accepted.
Week of March 27	If required Interviews and Presentations
March 30, 2020	Notification of selected contractor
April 2020	Contracting process
May 2020	Services begin

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> County’s website. Proposers are responsible to periodically view the Bonfire E-procurement platform Solano County portal for any revisions.

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

a. Audit Timeline

1. Annual Audit Timeline for fiscal year 2019/20

May 2020	Entrance Conference
May - June 2020	Interim Audit Fieldwork
October - November 2020	Final Audit Fieldwork
Mid- October (draft); Early December 2020 (issued)	CAFR
Mid-November (draft); December 2020 - January 2021 (issued)	Single Audit Report
January 2021	Exit Conference

2. Annual Plan and Updates

At the beginning of interim fieldwork, the auditor shall provide Auditor-Controller’s Office (ACO) with both a detailed audit plan and a list of all interim and final schedules to be prepared by the County. Progress updates shall be provided to the ACO on a regular

basis. The firm may be required to meet with the County to discuss various issues and provide updates.

b. Date Final Report is Due

The County Auditor-Controller shall prepare draft financial statements, notes and all required supplementary schedules (and statistical data) by October 2020. The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor-Controller by November 30, 2020. A revised (final) report, including draft auditor's reports shall be delivered to the Auditor-Controller by December 15, 2020.

The Auditor-Controller will complete their review of the draft reports as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Auditor-Controller within five working days. It is anticipated that this process will be completed, and the final report delivered by December 22, 2020.

The final report and one signed copy should be delivered to Phyllis S. Taynton, CPA, Auditor-Controller at the Solano County Auditor-Controller's Office.

c. Assistance to be provided to the Auditor and Report Preparation

1. Auditor-Controller's Office and Clerical Assistance

The Auditor-Controller's staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County Auditor-Controller/the auditor.

In addition, clerical support will be made available to the auditor for the preparation of routine letters and memoranda.

2. Internal Audit Staff Assistance

The Internal Audit Division staff of the County of Solano Auditor-Controller will be available to assist the auditor in performing audit tests as follows:

- June 30, 2020, Cash Count of the County Treasury
- Audit of the Solano County Fair Association

3. Information Technology (IT) Assistance

IT personnel along with Solano Auditor-Controller staff will be available to provide systems documentation and explanations. The auditor will be provided computer time and the use of the County of Solano's computer hardware and software.

The auditor will be given access only to the software programs currently in use by Solano County, which are necessary to conduct and complete fieldwork only during the period of the audit engagement.

4. Statements and Schedules to be Prepared by the Staff of the Auditor-Controller

The staff of the Auditor-Controller will prepare the following statements and schedules for the auditor by the dates indicated:

- Schedule of Expenditures of Federal Awards for the Fiscal Year ended June 30, 2020, by October 16, 2020
- Basic financial statements and required supplementary information for the Fiscal Year Ended June 30, 2020, by October 1, 2020
- GANN Appropriations Limit for Fiscal Year 2020/21 by September 2020

5. Work Area, Telephones, Photocopying and FAX Machines

The Solano County Auditor-Controller will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines subject to the following restrictions:

- All work performed on County's premises shall be completed during the County's standard business hours
- Business use only during period of the audit engagement
- Telephones, photo-copiers and fax machines provided by the Auditor-Controller only

6. Final Report Preparation

The County Auditor-Controller's Office prepares the Solano County CAFR. The firm enters the Single Audit Report into the Federal Audit Clearing House and provides the County with bound copies of the Single Audit Report.

## 5. INSTRUCTIONS TO PROPOSERS

Please prepare your proposal in accordance with the following requirements.

a. Proposal. The proposal (excluding the cover letter, resumes and a copy of the RFP) may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. A copy of the resumes must be included in an appendix to the proposal.

b. Table of Contents

c. Cover Letter. The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must state that the proposal is valid for a 90-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

Address the cover letter as follows:

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

- d. Independence. The proposer shall:
1. Provide an affirmative statement that is independent of the County of Solano as defined by generally accepted auditing standards/the U.S. Government Accountability Office's Government Auditing Standards (1994).
  2. Provide an affirmative statement that it is independent of all of the component units of the County of Solano as defined by those same standards.
  3. List and describe its professional relationships involving the County of Solano or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
  4. In addition, the firm shall give the County of Solano written notice of any professional relationships entered into during the period of this agreement.

NOTE: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Proposer. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points.

- e. Approach and Management Plan. This section shall provide the proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, County staff and any other parties that may have a significant role in the delivery of this program.
- f. License to Practice in the State of California. An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of California.
- g. Firm Qualifications and Experience
1. This section shall provide the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
  2. The proposer should state the size of the firm, the size of the its governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full time basis and the number and nature of the staff to be so employed on a part time basis.
  3. If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
  4. The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

5. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
- h. Partner, Supervisory and Staff Qualifications and Experience
1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
  2. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.
  3. The proposer should identify the extent to which staff are to be assigned to the audit and reflect the County of Solano's commitment to Affirmative Action.
  4. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County of Solano. However, in either case, the County of Solano retains the right to approve or reject replacements.
  5. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the County of Solano, which retains the right to approve or reject replacements.
  6. Other audit personnel may be changed at the discretion of the proposer, provided replacements have substantially the same or better qualifications or experience.
- i. Prior Engagements with the County of Solano. List separately all engagements within the last five years, ranked based on total staff hours, for the County of Solano by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.
- j. Similar Engagements with Other Government Entities. For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. The County reserves the right to contact these agencies for references (use Attachment 4) Agency Reference Form.
- k. Identification of Anticipated Potential Audit Problems. The proposal should identify and describe any anticipated potential audit problem, the firm's approach to resolving these problems and any special assistance that will be requested from the County of Solano.

- I. Report Format. The proposal should include sample formats for required reports.
- m. Staffing Plan. This section shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for preparation of the program tasks as outlined. Discuss the workload, both current and anticipated, for all key team members (if applicable), and their capacity to perform the requested services for the project, according to your proposed schedule. Discuss the approach for completing the requested services for this project within budget.
- n. Work Plan and Schedule. This section shall include a description of how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the approach for completing the requested services for the project on schedule. The project is expected to commence no later than May 2020 and all public meetings, draft and final documents fully completed by January 2021.
- o. 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).*
- p. Budget

1. Total All-Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal.

The following information should be included:

- The total estimated hours and total all-inclusive maximum price (not to exceed amount) to complete the examination, and to prepare and submit a final report on the examination and a management letter plus the necessary financial and compliance audits required by the OMB Circular A-133, and the Single Audit Act Amendments of 1996.
- A statement describing the firm's ability to identify audit costs attributable to each entity, grant, or fund, which may be used to assist in charging each organization for their share of audit costs.
- Include the name and title of the individual responsible for control.

2. Rates by Partner, Specialist, Supervisory and Staff Level Hours Anticipated for Each

The proposal should include a schedule of professional fees and expenses, presented in the format in the attachment (see Exhibit B), that supports the total all-inclusive maximum price. The cost of special services described in Section 3. E. of this Request for Proposal should be disclosed as separate components of the total all-inclusive maximum price.

3. Rates for Additional Professional Services

If it should become necessary for the County of Solano to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the County of Solano and the firm. Any such additional

work agreed to between the County of Solano and the firm shall be performed at a negotiated (agreed upon) rate relative to the contracted service fee.

4. Manner of Payment

For the contracted service fee, progress payments will be made on the basis of hours of work completed during the course of the engagement. Interim billing shall cover a period of not less than a calendar month. Ten percent (10%) will be withheld from each billing pending delivery of the firm's final reports.

q. Detailed Documentation of Financial Resources. The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.

1. The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
2. Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows are for the most recent operating period are negative, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
3. County Contract. Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (EXHIBIT I—Standard Contract, Exhibits C and D) and accepts it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the Scope of Work and Budget Detail and Payment Provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications. Also, this RFP, including any amendments and the successful proposal shall be incorporated into the final contract.

- r. Submittal of Proposal. An electronic submission of Proposals via Bonfire E-Procurement Platform, Solano County Portal at <https://solanocounty.bonfirehub.com> are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy, email or fax submission will be retained in the file unopened and will be considered disqualified from consideration in further bidding process. Please register with Bonfire E-Procurement Platform, Solano County Portal as soon as possible for uninterrupted notification and access to County bid opportunities.
- s. **How to Register with Bonfire E-Procurement Platform:** The County of Solano, Purchasing Services, is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All Vendors who wish to compete for County work, must register with Bonfire Interactive.
- t. To subscribe with Bonfire Interactive and receive electronic notifications regarding upcoming and/or current bidding opportunities with the County of Solano, visit the vendor registration page at <https://solanocounty.bonfirehub.com/portal/?tab=login> and follow the instructions provided.
- u. When registration is completed, vendors will receive email notifications of bidding opportunities that match the commodity/services listed in the vendor profile. It is critical to list the National Institute of Purchasing (NIGP) codes related to the services and/or commodities offered by the vendors/contractors.
- v. For further information, please contact Solano County Purchasing Services at [Purchasing@solanocounty.com](mailto:Purchasing@solanocounty.com) or (707) 784-6320.

## 6. EVALUATION OF PROPOSALS

- a. Evaluation Committee. A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC. At the discretion of the County of Solano or the Evaluation Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. During the evaluation process, the Evaluation Committee reserves the right, where it may serve the County of Solano's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records.
- b. Categories. Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. A technical score less than 70 will be eliminated from further consideration.
- c. After the technical score for each firm has been established, the proposed contract service fee (price) will be reviewed and additional points will be added to the technical score based on the proposed fee. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers. The following represents the principal selection criteria which will be considered during the evaluation process.

<b>Mandatory Elements- Must be met or firm may be disqualified from further evaluation</b>	
The audit firm is independent and licensed to practice in the State of California.	Required
The firm has no conflict of interest with regards to any other work performed by the firm for the County of Solano.	Required
The firm adheres to the instructions in the request for proposal on preparing and submitting the proposal.	Required
The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.	Required
<b>Technical Quality: (Maximum Points – 100)</b>	<b>Points</b>
<b>Expertise, Experience and Performance:</b>	
Responsiveness of the proposal in clearly stating an understanding of the work to be performed.	0-10
Auditing similar entities	0-10
Auditing of the similar type under consideration	0-10
<b>Total for this section</b>	<b>30</b>
<b>The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s management support personnel to be available for technical consultation:</b>	
Qualifications of supervisory personnel, consultants, and of the audit team doing field work	0-15
Qualifications of supervisory personnel, consultants and of the firm’s management support personnel to be available for technical review and consultation	0-10
Size and their organizational ability to handle the audit work in a timely manner	0-10
<b>Total for this section</b>	<b>35</b>
<b>Audit Approach, Adequacy of proposed staffing plan for various segments of the engagement:</b>	
Comprehensiveness of audit work plan	0-10
Estimated number of hours for each staff level including consultants and firm’s management assigned	0-10
Realistic time estimates of each major segment of the work plan	0-5
General direction and supervision to be exercised over the audit team by the firm’s management	0-5
Adequacy of sampling techniques, analytical procedures, document storage capacity and safeguarding of documents	0-5
<b>Total for this section</b>	<b>35</b>
<b>Price Criteria (25 points)- To be evaluated by Purchasing</b>	<b>25</b>
<b>Total Evaluation Points</b>	<b>125</b>

- d. Interviews. Proposers may need to attend an interview. ONLY top-rated firms scoring highest on the first round of evaluations will be invited for an interview. The County reserves the right, to determine the number of proposers to be interviewed. As a result of the interviews, the County reserves the right to re-evaluate firms based upon a force ranking system. The County will re-rank proposals upon the evaluation of the oral interview and the firm's ability to further demonstrate its qualifications and experience, based upon the same criteria contained within this solicitation. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.
- e. Best Value: The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposer.

## **7. AWARD NOTICE AND ACCEPTANCE PERIOD**

- a. After the evaluation of proposals and final consideration of all pertinent information available, the County will either reject all proposals or issue a written notice of intent to award to all proposers submitting a timely proposal. The notice shall identify the apparent best evaluated proposal. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the *Standard Contract* included in Exhibit I to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may cancel the award and award the contract to the next best evaluated proposer.

## **8. PROTEST AND APPEAL**

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

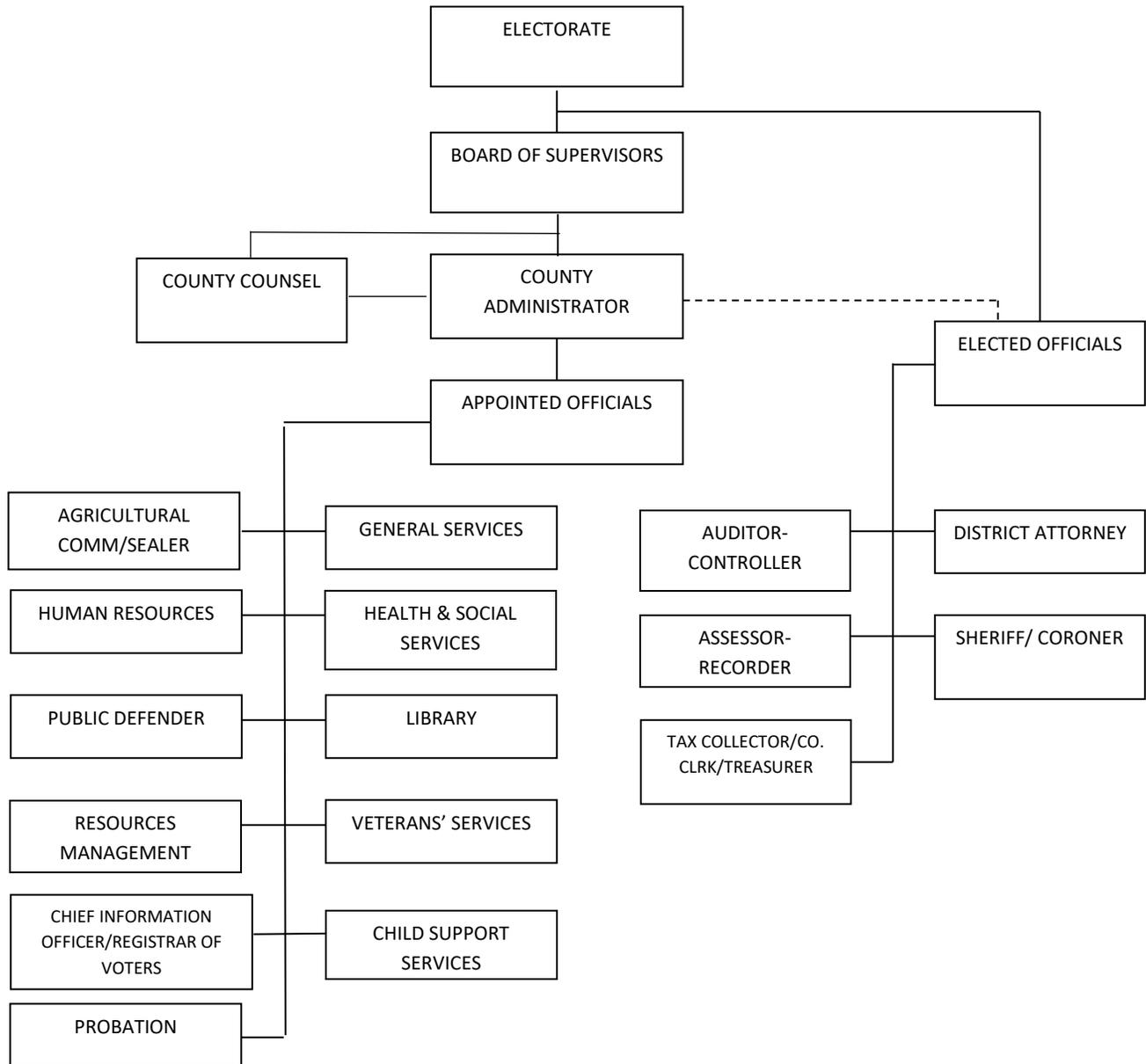
## 9. TERMS AND CONDITIONS

- a. The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFP by this reference and governs this RFP.
- b. RFP Amendment, Cancellation and Right of Rejection.
  - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFP. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
  - ii. The County reserves the right to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
- c. Confidentiality. The County will retain a master copy of each response to this RFP, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

## 10. ATTACHMENTS AND EXHIBITS

Appendix A:	Organizational Chart
Appendix B:	List of Appointed Officials
Appendix C:	Cost Proposal
Appendix D:	Schedule of Professional Fees
Appendix E:	Other information
Attachment 1:	Intent to Propose Form
Attachment 2:	Signature Page
Attachment 3:	Question and Answer Form
Attachment 4:	Agency Reference Form
Attachment 5:	Non-Collusion Declaration Form
Attachment 6:	Certification of Compliance
Attachment 7:	Solano County Reservation
Attachment 8:	Solicitation Checklist
Exhibits I:	County Standard Contract
Exhibit A:	Scope of Work
Exhibit B:	Budget Detail and Payment Provisions
Exhibit C:	General Terms and Conditions
Exhibit D1, D2:	Special Terms and Conditions

## County of Solano, California Organizational Chart



----- = Personnel/Budgetary Controls Only

**SOLANO COUNTY  
REQUEST FOR PROPOSALS (RFP) NO.: 946-0207-20**

**COUNTY OF SOLANO, CALIFORNIA  
LIST OF ELECTED AND APPOINTED OFFICIALS**

Elected Officials

Auditor-Controller  
Assessor-Recorder  
Treasurer-Tax Collector-County Clerk  
District Attorney  
Sheriff-Coroner

Appointed Officials

Agricultural Commissioner-Sealer of Weights & Measures  
Child Support Services  
County Administrator  
County Counsel  
Resource Management  
General Services  
Health & Social Services  
Human Resources  
Chief Information Officer/Registrar of Voters  
Library  
Probation  
Public Defender-Alternate Public Defender  
Veterans' Services

**SOLANO COUNTY  
REQUEST FOR PROPOSALS (RFP) NO.: 946-0207-20  
(Page 1)**

**Cost Proposal**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS**

	Standard		Quoted	
	Hourly		Hourly	
	<u>Hours</u>	<u>Rates</u>	<u>Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal	_____	_____	_____	_____
Total for services Described in Section II E of the RFP (Detail on subsequent pages)	_____	_____	_____	_____
Total all-inclusive maximum price for 2020 audit	_____	_____	_____	_____

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

\*Rates are required to remain the same throughout the duration of this engagement.

**SOLANO COUNTY  
REQUEST FOR PROPOSALS (RFP) NO.: 946-0207-20**

(Page 2)

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR THE AUDIT OF THE 2015 FINANCIAL STATEMENTS:  
COMBINING SCHEDULE - ALL SERVICES  
DESCRIBED IN RFP SECTION II E**

<u>Nature of Service To Be Provided</u>	<u>Schedule</u>	<u>Total Price</u>

\*Rates are required to remain the same throughout the duration of this engagement.

**SOLANO COUNTY  
REQUEST FOR PROPOSALS (RFP) NO.: 946-0207-20**

**OTHER ADDITIONAL INFORMATION**

The following is a list of additional information (which are accessible on the County of Solano website at [www.solanocounty.com](http://www.solanocounty.com) from the reflected link) for review:

Budgets

**Website Link**

Adopted Budget FYs 2008/09 - 2014/15

*Auditor-Controller/Finance Reports or*

Recommended Budget FYs 2008/09 - 2014/15

*Solano County Homepage*

Financial Reports

Comprehensive Annual Financial Report

*Auditor-Controller/Finance Reports*

FYs 2008/09 - 2012/13

Single Audit Report FYs 2008/09 – 2012/13

The following documents will be furnished upon request by contacting the Auditor-Controller's Office at (707) 784-6280:

- Management Letters
- GANN Appropriations Limit reports

SOLANO COUNTY  
REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20  
INTENT TO PROPOSE FORM

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

Email the following Intent to Respond form to Solicitation Coordinator as early as possible before proposal submission date.

To: County of Solano Purchasing Services  
Attention: JoAnn Epperson  
Title: Buyer  
Email: jeepperson@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. By signing above, I certify that I am authorized by the Company named above to respond to this request.

**SOLANO COUNTY  
REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20**

**SIGNATURE PAGE**

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

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

**CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (YES), (NO) OR (N/A)**

Customer Reference Statement (Complete form and return with proposal)	
Agency Reference Form (Complete form and return with proposal)	
Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservations	
Disclosure of Criminal and Civil Proceedings	
Documents to be returned	
Other (Please specify): _____	

**SIGNATURE AND ACKNOWLEDGMENT:**

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

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

**THIS FORM MUST BE RETURNED WITH RFP RESPONSE**

SOLANO COUNTY  
 REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20

QUESTIONS AND ANSWERS FORM

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

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by email at [jepperson@solanocounty.com](mailto:jepperson@solanocounty.com) or submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, preferably via email.

QUESTIONS AND ANSWER

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

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

SOLANO COUNTY  
 REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20

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	

**THIS FORM MUST BE RETURNED WITH RFP RESPONSE**

**SOLANO COUNTY  
REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20**

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

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

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

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

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

**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 2.**

**SOLANO COUNTY  
REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20**

**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 THE SIGNATURE PAGE, ATTACHMENT 2.**

**SOLANO COUNTY  
REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20**

**SOLANO COUNTY RESERVATIONS**

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

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

**Right of Rejection**

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

**READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 2.**

SOLANO COUNTY  
 REQUEST FOR PROPOSAL (RFP) NO. 946-0207-20

CHECK LIST

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

SIGNATURE AND ACKNOWLEDGMENT

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

**COUNTY STANDARD CONTRACT**

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

[County Standard Contract on Next Page]

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

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on \_\_\_\_\_, 2018.

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

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

Rev. 01/22/18

**SCOPE OF WORK**

[Actual scope of work to be negotiated upon contract award.]

**BUDGET DETAIL AND PAYMENT PROVISIONS**

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

**1. METHOD OF PAYMENT**

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

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

[http://www.solanocounty.com/depts/auditor/electronic\\_payment\\_to\\_vendor\\_ach.asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp)

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

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

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

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

**2. TIME**

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

**3. TIME OF PERFORMANCE**

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

**4. TERMINATION**

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

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

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

**5. SIGNATURE AUTHORITY**

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

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

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

**7. INSURANCE**

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
  
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

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

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

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

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

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers,

officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

#### H. Waiver of Subrogation

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

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

#### I. Acceptability of Insurers

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

#### J. Verification of Coverage

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

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

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

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

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

### 8. BEST EFFORTS

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

## **9. DEFAULT**

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

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

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

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

## **10. INDEMNIFICATION**

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

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

## **11. INDEPENDENT CONTRACTOR**

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

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

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

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

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor

to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

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

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

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

## **12. RESPONSIBILITIES OF CONTRACTOR**

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

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

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

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

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

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

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

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

## **13. COMPLIANCE WITH LAW**

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

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

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

#### **14. CONFIDENTIALITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code

section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## **19. INSPECTION**

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

## **20. NONDISCRIMINATION**

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

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

## **21. SUBCONTRACTOR AND ASSIGNMENT**

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

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

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

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

## **22. UNFORESEEN CIRCUMSTANCES**

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

## **23. OWNERSHIP OF DOCUMENTS**

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

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

## **24. NOTICE**

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

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

## **25. NONRENEWAL**

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

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

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

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

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

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

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

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

(1) Cancel this Contract; or,

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

## **27. CHANGES AND AMENDMENTS**

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

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

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

## **28. CHOICE OF LAW**

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

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

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

## **30. WAIVER**

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

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

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

## **32. FAITH BASED ORGANIZATIONS**

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

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

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

### **33. PRICING**

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

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

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

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

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

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

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

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

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

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature

shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

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

### **38. ENTIRE CONTRACT**

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

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

\_\_\_\_\_  
COMPANY/ORGANIZATION NAME

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

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

\_\_\_\_\_  
**CERTIFICATION**  
\_\_\_\_\_

I, the official named below, 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, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Contractor or Signature Date

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

\_\_\_\_\_  
Title Federal Tax I.D. Number

**THIS FORM MUST BE RETURNED WITH RFP RESPONSE**

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SOLANO COUNTY

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HIPAA BUSINESS ASSOCIATE CERTIFICATION

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45 C.F.R. Parts 160-164

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(Contractor Name)

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The Contractor or grant recipient (hereinafter "Contractor") named above certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
  - (a) For functions and activities on the County's behalf;
  - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate 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. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).

5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions
6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. 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.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. 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 U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
  - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
  - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
  - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
  - (d) 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 PHI is not feasible,

