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**REQUEST FOR PROPOSALS (RFP)
NUMBER: 915-0203-24
FOR
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

**RELEASE DATE: FEBRUARY 7, 2023
RESPONSE DUE: MARCH 6, 2023 5:00 PM, PST**

SUBMIT PROPOSAL TO:	RFP COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	Karen D. Poole, Sr. Buyer Phone: 707/784-6321 kdpoole@solanocounty.com
Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform. Proposers are responsible for frequently checking the Bonfire Platform at https://Solanocounty.Bonfirehub.Com for any changes or information relating to this RFP.	

TABLE OF CONTENTS

1.0.	INTRODUCTION	1
2.0.	BACKGROUND.....	1
3.0.	SCOPE OF SERVICE/ PROJECT	1
3.1.	The Project Approach.....	2
3.2.	Project Scope Details.....	2
	Phase 1 – Audit, Assess Requirements, Plan and Design.....	2
	Phase 2 – Create, Build and Implement Plans.....	4
4.0.	CONTRACT DURATION AND FUNDING AVAILABILITY	5
5.0.	SCHEDULE OF EVENTS	6
6.0.	INSTRUCTIONS TO PROPOSERS	6
7.0.	EVALUATION OF PROPOSALS.....	9
8.0.	AWARD NOTICE AND ACCEPTANCE PERIOD.....	10
9.0.	PROTEST AND APPEAL	11
10.0.	TERMS AND CONDITIONS	111
11.0.	ATTACHMENTS AND EXHIBITS.....	122

1.0. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of services as further described in Section (3) of this RFP.

The Solano County Administrator's Office, hereinafter referred to as the "County," intends to secure a contract with a qualified proposer to redesign of the Solano County Web (<https://www.solanocounty.com>), and its platform, which includes the content management system and onsite search.

Any eventual web system must not only meet the requirements set forth in this Request for Proposal (RFP) but must also be flexible and scalable to meet the County's future business and technology needs.

The County seeks proposals from interested vendors that have proven experience in auditing, stakeholder engagements, gathering requirements, designing, implementing platforms, developing and supporting websites that support local governments (City, County, etc.) of similar size to Solano County.

2.0. BACKGROUND

The Solano County Administrator's Office is managing the effort to redesign the Solano County Website (<https://www.solanocounty.com>). It is the county's primary public facing information resource for residents, businesses, government agencies, and global tourists. It is the portal to the county's online services and those relevant services hosted on external sites. It hosts over 1,600 pages, managed by over 30 different county departments and programs represented. The website platform includes a content management system (CMS) and an onsite search engine. To provide for the growing informational and service needs of our web visitors, we are seeking to modernize the Solano County website.

The Solano County Web Redesign project is being initiated to address the very outdated web content, user interface design, and platform. The overall objective of this effort is to:

- Provide an exceptional user experience for our website visitors and content contributors.
- Ensure content accessibility and integrity to reestablish the website as the trusted primary information resource.
- Facilitate the promotion of Solano County's special events, initiatives and messaging.

3.0. SCOPE OF SERVICE/ PROJECT

The County's objective in this RFP is to seek and retain a qualified company, familiar with government practices, such as, California counties, with services and expertise, as follows:

- Professional services for website audit / analysis, requirement assessment, stakeholder engagement, and project planning;
- Software, web, API and application development, data migration and management and web platform / stack (includes content management and onsite search) engineering and administration expertise to design, build, implement and test, per design plan;
- Information architecture, taxonomy and tagging, customer experience management, user interface design to design content / web pages.

3.1. The Project Approach

This effort has two phases,

- **Phase 1 – Audit, Assess Requirements, Plan and Design:** Professional Services to audit present-state, capture requirements, analyze, recommend, design and plan for Phase 2
- **Phase 2 – Create, Build and Implement Plans:** build web platform (includes CMS templates, workflows, etc.), implement plans to build website (includes content migration, creation, and population), setup monitoring and maintenance for the new Solano County web and related systems and processes based on Phase 1 designs and plans.

3.2. Project Scope Details

Phase 1 – Audit, Assess Requirements, Plan and Design

Audit present-state, Assess Requirements, Design and Plan

- Perform current-state Web Audit and Analysis – gather and prioritize content, and business and functionality requirements, define metrics, and recommend design and execution approach –
 1. Audit and Analyze:
 - o Website
 - Content
 - Functionality including onsite Search
 - Security and privacy
 - Search Engine Optimization (SEO)
 - Content Management System and related processes
 - o Civica CMS Audit
 - Workflows
 - Templates
 - Taxonomy / Tagging
 - Functionality, Apps and Scripts
 - Periodic review schedules
 2. Facilitate stakeholder engagements to gather requirements and acceptance criteria.
 - o All department heads, Board of Supervisors, etc. and/or their assigned resources would have to be included in assessment.
 - o Content provider / approver roles and responsibility identified or defined.
 3. Recommend Approach and Collaborate on Project Plan
 4. Finalize Phase 2 - Statement of Work
 5. Create Design and Build Document
 6. Setup benchmarking metrics

Phase 1 – Deliverables:

1. **Requirements and Recommendations Documents** feature the audit and analysis findings, to include stakeholder responses, requirements,

and related acceptance criteria, benchmarking metrics and the recommendations for the website redesign. The following documents should be included as deliverables from the

- Findings and Recommendations Document
- Business Requirements Document
- Functionality / Specification Requirements Document
 - User Interface Requirements Document

2. Statement of Work (incl. Project Plan Components Review)

Collaborate with Solano County Web Redesign project team to finalize plans and deliver the Statement of Work, as follows:

- **Project Plan Component Review** – final approval by Project Team.
 - **Plan Components:**
 - Schedule / Timeline
 - Design Plan
 - Build / Development Plan
 - Data / Content Migration Plan
 - Test Plan to include review and approval process, acceptance criteria, per department, and measurable metrics, KPI definitions, such as conversion metrics for document downloads
 - Implement Plan for Launch / Deployment
 - Training and Knowledge Transfer
 - Monitoring, Maintenance, and Warranty
 - Budget Requirements
- **Statement of Work for Solano County Web Redesign**

3. Web Design Document (Site, Platform and Processes)

- Website, to include but not limited to:
 - Page
 - Navigation
 - Functionality
 - Search Engine Optimization (SEO)
- Web Platform to include, but not be limited to:
 - Content Management, to include:
 - Information architecture approach to include ease of use, multi-purpose, and multi-channel use.
 - Accessibility – must comply with USA Section 508 of Rehabilitation Act and California’s Assembly Bill

AB434, specific reference in WC3 WCAG 2.1 Level AA

- Translation
- California Open Data requirements
(http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB169)
- Mobility and adaptable design – redesigned and tested for popular platforms for mobile phones, tablets and desktops.
- Templates, as determined by the analysis, such as:
 - Navigation (header, footer, etc.)
 - Primary 2nd, 3rd, and perhaps 4th level pages
 - Microsites for campaigns, initiatives, and special events
 - Newsletter / blog with subscription
 - Registration form
 - Feedback forms
 - Events calendar
- Workflows (review, approval, scheduled auto posting, etc.)
- Data / Content migration
- Onsite Search
- Security requirements including registration, user access: authentication and authorization, payment, etc.

Phase 2 – Create, Build and Implement Plans

Perform web platform / stack install and build, create and populate web pages, test and setup monitoring.

Phase 2 – Deliverables:

1. Solano County Web Platform Build (w/ Web Dev Team)

- a. Build Content Management components:
 - i. Build Templates
 1. Build Taxonomy / Tagging
 - ii. Build Workflows
 - iii. Build Scripts and APIs
- b. Create Data / Database structures.
- c. Migrate and Validate Data
- d. Define external process flows.
- e. Setup user and roles
- f. Migrate Content
- g. Content periodic review scheduling
- h. Search engine implementation
- i. Performance and System Testing
- j. Validate Content

- k. Setup analytics
- l. Training / Knowledge Transfer

KPIs:

- a. Time to launch new or updated content by department designated editor / contributor.
- b. Time to launch initiative-type micro site.

2. Solano County Website, Redesigned

- a. Create website design for review and approval:
 - i. Create Navigation
 - ii. Create Pages
 - iii. Create or migrate visual graphics and design elements.
 - iv. Create or migrate audio and video components.
- b. Create, migrate, or link data / content.
- c. Test Performance and System
- d. Validate Content
- e. Setup Google Analytics
- f. Implement SEO Plan

KPIs:

- a. Online Search engines, such as Google, produce results that include Solano County specified content.
- b. $\text{Monthly Visits} = \text{Total Visits} / \text{Total Month}$
- c. Returning Visits
- d. Time for user to find/access content.
- e. Decrease in visitor drop-offs.
- f. $\text{Conversion rate} = \text{Monthly Conversions} / \text{Monthly Visits}$

4.0. CONTRACT DURATION AND FUNDING AVAILABILITY

The County intends to award one (1) 12-month contract with an estimated total cost not to exceed \$500,000, to the responsible proposer(s) whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract(s) will begin on or about (5/8/2023) and terminate on (5/7/2024).

The County reserves the right to award in two phases:

- Phase 1 – Audit, Assess Requirements, Plan and Design, not to exceed \$90,000, and then based on a satisfactory rating for Phase 1, proceed to Phase 2
- Phase 2 – Create, Build and Implement Plans, awards the remaining funds at the completion of project.

The awarded one-year contract through this RFP may be renegotiated and/or renewed/extended, subject to contractor performance and continued funding. An extension of the term of this contract will be affected through an amendment to the contract.

5.0. SCHEDULE OF EVENTS

2/07/2023	RFP issued
2/16/2023	Optional pre-proposal conference – Attendance, though not mandatory is highly recommended. Location: Click here to join the meeting
2/16/2023	Questions concerning RFP and project emailed to kpoole@solanocounty.com or submit digitally via Bonfire E-Procurement platform Solano County Portal at https://solanocounty.bonfirehub.com no later than 5:00 PM PST.
2/21/2023	The County's response to questions posted on Bonfire E-Procurement Platform website at https://solanocounty.bonfirehub.com
3/07/2023	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com are due no later than 5:00 p.m. Late submittals will not be accepted.
3/22/2023	If required Interviews and Presentations
3/29/2023	Notification of selected contractor
4/07/2023	Contracting process
5/08/2023	Project commences

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com>. Proposers shall frequently check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFP.

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

6.0. INSTRUCTIONS TO PROPOSERS

Please prepare your proposal in accordance with the following requirements.

- a. Proposal. The proposal may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. The page count excludes the cover letter, resumes, financial documentation, and a copy of the RFP). Number each page consecutively. A copy of the RFP and resumes must be included in an appendix to the proposal.
- b. Cover Letter. The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must state that the proposal is valid for a (120)-day period and include the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

Address the cover letter as follows:

Solano County General Services Department
Purchasing Services
Attention: Karen D. Poole, RFP Coordinator
675 Texas Street Suite 2500
Fairfield, CA 94533

- c. Approach and Management Plan. This section shall provide the proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, County staff and any other parties that may have a significant role in the delivery of this program.
- d. Qualifications, Experience and References.
 - i. This section shall provide the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects 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.
 - ii. For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member Use Attachment (6) Key Team Members Reference Sheet.
 - ii. The Offeror shall provide the (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. Use Attachment (5) Agency Reference Sheet.
- e. Staffing Plan. This section shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for preparation of the program tasks as outlined. Discuss the workload, both current and anticipated, for all key team members (if applicable), and their capacity to perform the requested services for the project, according to your proposed schedule. Discuss the approach for completing the requested services for this project within budget.
- f. Work Plan and Schedule. This section shall include a description of how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the approach for completing the requested services for the project on schedule. The project is expected to commence no later than May 8, 2023, and all public meetings, draft and final documents fully completed by May 7, 2024.
- g. Cost Control. This section shall provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
- h. Additional Relevant Information. *This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).*

- i. Budget. The amount budgeted for this contract is estimated and is not to exceed \$500,000. The budget should include the following:
 - i. A single agency line-item Budget Worksheet (Attachment 2) for each of the two phases of the proposed contract:
 - a. Budget Worksheet: Phase 1 – Audit, Assess Requirements, Plan and Design,
 - b. Budget Worksheet: Phase 2 – Create, Build and Implement Plans.
 - ii. A budget narrative utilizing a format like the sample provided in Attachment 1 describing costs and detailing cost allocation methods utilized to prepare the budget. A total of three forms should be provided one for each fiscal year of service. Use Budget Narrative template, Attachment 1.
 - iii. A cost allocation plan that clearly differentiates between direct and indirect costs. Agency to ensure the same costs have been treated as indirect costs have not been claimed or budgeted as direct costs, and that similar types of costs in like circumstances have been accounted for consistently.
 - iv. A federally approved negotiated indirect cost rate, if applicable. If Agency does not have such a negotiated indirect cost rate agreement, the Agency may claim an indirect cost rate of up to 10% of modified total direct costs, provided the Agency does not use the Direct Allocation Method for allocating indirect costs.
- j. Detailed Documentation of Financial Resources: The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
- k. The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
- l. In lieu of audited financial statements, the County may accept, on a case-by-case basis, the following: a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing.
- m. Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
- n. County Contract: Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (Exhibit I—Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.

- o. **Optional Pre-Proposal Conference:** A pre-proposal conference is scheduled at the time and date set forth in the Schedule of Events and will be held virtually. The purpose of the conference is to provide an opportunity for potential responders to ask specific questions about the project and to request RFP clarification. The County will entertain verbal questions asked at the conference; however, the potential responders will be required to submit all questions in writing after the conference for an official County response. The County response will be provided as an Amendment on the date and time listed in the schedule of events. Only written questions will be addressed with written responses, by way of amendment to this RFP.
- p. Potential proposers should submit questions in writing before the conference. The County will entertain verbal questions asked at the conference, but responses may be deferred and provided at a later date. In the event a potential proposer is unable to attend the conference, an authorized representative may attend in its behalf. The representative may only sign-in for one (1) potential proposer. Subcontractors may not represent a potential proposer at the conference. The County will not accept any proposal from a proposer or its authorized representative that do not attend the conference.
- q. **Submittal of Proposal:** An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.
- r. **How to Register with Bonfire E-Procurement Platform:** The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All proposers who wish to compete for County work, must register with Bonfire Interactive.

7.0. EVALUATION OF PROPOSALS

- a. **Evaluation Committee:** A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that 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.
- b. **Categories:** The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	25
Scope of Work/Program Description	25
Web Technology Platform Description	30
Budget	20
Total Possible Points	100

- c. Interviews. The CEC may recommend funding for the top ranked Proposal, or for the top ranked Proposers to be forwarded to an interview. The County reserves the right to determine the number of proposers to be interviewed. The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the CEC will re-rank the firms to determine the best evaluated firm. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.

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 proposers.

8.0. AWARD NOTICE AND ACCEPTANCE PERIOD

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

9.0. PROTEST AND APPEAL

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

10.0. TERMS AND CONDITIONS

- a. The County's Purchasing and 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, 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.

11.0. ATTACHMENTS AND EXHIBITS

Attachment 1:	Sample- Budget Narrative
Attachment 2:	Budget Worksheet
Attachment 3:	Signature Page
Attachment 4:	Question and Answer Form
Attachment 5:	Agency Reference Form
Attachment 6:	Key Team Member Reference Form
Attachment 7:	Non-Collusion Declaration Form
Attachment 8:	Certification of Compliance
Attachment 9:	Solano County Reservation
Attachment 10:	Drug-Free Workplace Certification
Attachment 11:	Disclosure of Criminal and Civil Proceedings
Attachment 12:	Debarment Certification
Attachment 13:	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 D:	Special Terms and Conditions

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

SAMPLE- BUDGET NARRATIVE-SAMPLE for Phase 1 and Phase 2

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

1. Personnel

A. Salary –

Total: \$55,396.00

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

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

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

2. Operating Expenses

A. Travel –

Total: \$1,689.00

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

Program Director 300 miles x 0.445 = \$134; Daily Subsistence \$91.75 x 5 days = \$458.75; Total \$593.00.

Program Coordinator 200 miles x 0.445 = \$89; Daily Subsistence \$91.75 x 5 days = \$458.75; Total \$548.00.

Program Assistant 200 miles x 0.445 = \$89; Daily subsistence \$91.75 x 5 days = \$458.75; Total \$548.00

B. Equipment Purchases –

Total: \$1,200.00

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

C. Transportation –Recipient

Total \$5,280.00

Due to the lack of transportation services in the county, transportation is provided for families and children to participate in activities.

Gas: \$100.00 a month x 12 months = \$1,200.00

Insurance: Automobile Liability per year for \$1,380.00

Repair and Maintenance: Routine Maintenance for Van (oil change, tires, etc.) as needed \$300.00

Van Rental for use of County Transportation Vans (\$200.00 a month x 12 months) = \$2,400.00.

D. Indirect Costs –

Total \$0

Please provide a percentage based on the agency's cost allocation plan unless the agency is using the Direct Allocation Method.

3. Estimated Technology Cost (Web Platform / Stack)

A. Cloud Services Cost

B. Subscription

Total \$0

C. Software Cost

D. Hardware Cost

Total: \$120,000

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

BUDGET WORKSHEETS- SUMMARY

The Budget Worksheet (ATTACHMENT 3) must be prepared according to the Budget Worksheet Instructions found on pages 12-13. The total cost on the Budget Worksheet must equal or be less than the amount of the annual budget listed in the RFP as described on page 7.

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

PROPOSER NAME _____

BUDGET SUMMARY

COST CATEGORY	Start Up Budget	Phase 1 Dates: _____	Phase 2 Dates: _____
A. Personnel			
B. Operating Expenses			
C. Subcontractor			
D. Indirect Costs			
E. Technology Costs			
TOTAL			

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

BUDGET WORKSHEET

Phase 1 – Audit, Assess Requirements, Plan and Design: Date _____

(Budget will be prorated based on start date of contract)

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
SUBTOTAL PERSONNEL		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Rent and Utilities		
Travel		
Training/Conferences		
Client supports		
Other: _____		
SUBTOTAL OPERATING EXPENSES		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
<u>Indirect Costs</u>		
Indirect Costs: _____		
SUBTOTAL INDIRECT COSTS		
<u>Technology Cost (Web Platform)</u>		
Cloud / SAAS Services		
Subscriptions		
Software		
Hardware		
Other: _____		
SUBTOTAL TECHNOLOGY COSTS (Web Platform)		
GRAND TOTAL EXPENSES		

SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN

BUDGET WORKSHEET

Phase 2 – Create, Build and Implement Plans: Date _____

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
SUBTOTAL PERSONNEL		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Rent and Utilities		
Travel		
Training/Conferences		
Client supports		
Other: _____		
SUBTOTAL OPERATING EXPENSES		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
<u>Indirect Costs</u>		
Indirect Costs: _____		
SUBTOTAL INDIRECT COSTS		
<u>Technology Cost (Web Platform)</u>		
Cloud / SAAS Services		
Subscriptions		
Software		
Hardware		
Other: _____		
SUBTOTAL TECHNOLOGY COSTS (Web Platform)		
GRAND TOTAL EXPENSES		

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

SIGNATURE PAGE

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

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

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

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

SIGNATURE AND ACKNOWLEDGMENT:

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

BY SIGNING THE ABOVE, I CERTIFY THAT I AM AUTHORIZED BY THE COMPANY NAMED ABOVE TO
RESPOND TO THIS FORM.

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

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 KDPoole@solanocounty.com or submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, preferably via email.
4. Please add rows below for additional questions.

QUESTIONS AND ANSWER

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

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

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

AGENCY REFERENCE FORM

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

LIST OF REFERENCES

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

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

KEY TEAM MEMBERS REFERENCE FORM

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

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

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

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 4.

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

CERTIFICATION OF COMPLIANCE

CERTIFICATION:

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

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

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

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 4.

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY / ORGANIZATION NAME	
-----------------------------	--

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

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

CERTIFICATION

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

FEDERAL TAX I.D. NUMBER	
-------------------------	--

SIGNATURE AND ACKNOWLEDGMENT

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

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

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**COUNTY OF SOLANO
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN**

DEBARMENT CERTIFICATION

I, _____, by submitting a bid/offer/proposal/quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

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

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

SIGNATURE AND ACKNOWLEDGMENT:

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
RFP NO.: 915-0203-24
SOLANO COUNTY PUBLIC WEBSITE REDESIGN
CHECK LIST**

This Checklist is not comprehensive. it is the proposer's responsibility to ensure compliance with all requirements of this solicitation.	indicate by initialing
Cover letter submitted on letterhead, contain signature, address and validity period	
Table of contents do 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 contains budget and budget narrative (as required)	
Amendment documents if exist, is/are included	
Any other documents if attached (specify)	
If any, were objections to the County contract submitted on Exhibit I during the period for questions and comments, as detailed in the Solicitation Schedule of Events. The County reserves the right to reject any qualifications or objections to the contract if included in proposer's submittal, if not identified and submitted to the county on Exhibit I. the county responded to Exhibit I inquiries via an amendment to this solicitation document	

SIGNATURE AND ACKNOWLEDGMENT

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

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

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

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

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

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

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

2. TIME

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

3. TIME OF PERFORMANCE

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

4. TERMINATION

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

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

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

5. SIGNATURE AUTHORITY

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

6. REPRESENTATIONS

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

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

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

7. INSURANCE

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

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

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

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

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

D. Additional Insurance Coverage

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

- | | | |
|----------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data |
|----------------------|--------------------|--|

and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

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

F. Deductibles and Self-Insured Retentions

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

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

G. Other Insurance Provisions

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

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

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

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

policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

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

H. Waiver of Subrogation

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

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

I. Acceptability of Insurers

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

J. Verification of Coverage

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

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

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

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

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

8. BEST EFFORTS

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

9. DEFAULT

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

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

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

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

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano,

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

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

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

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

12. RESPONSIBILITIES OF CONTRACTOR

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

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

- C. To fully comply with the terms and conditions of this Contract, Contractor shall:
- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies.
 - (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
 - (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
 - (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
 - (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

- A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "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.

**SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

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

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

CERTIFICATION

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

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number