



Solano Transportation Authority

...working for you!

SOLANO TRANSPORTATION AUTHORITY

Member Agencies:

Benicia • Dixon • Fairfield • Rio Vista • Suisun City • Vacaville • Vallejo • Solano County

One Harbor Center, Ste. 130, Suisun City, CA 94585-2473 • Phone (707) 424-6075 / Fax (707) 424-6074
Email: info@sta.ca.gov • Website: sta.ca.gov

August 25, 2021

RE: Request for Proposals (RFP) #2021-09 for Lease Copier Equipment and Services

Dear Copier Vendor:

The Solano Transportation Authority (STA) is soliciting copier vendors to submit an RFP for Lease Copier Equipment and Services to replace STA's current copiers equipment.

To obtain a copy of the full Request for Proposals (RFP), please download the RFP as a PDF file from the STA website: <https://sta.ca.gov/work-with-sta/procurement-opportunities/> or call the STA at (707) 424-6075.

The RFP describes the copier model, equipment specifications, and outline of service maintenance that will be used to evaluate the **Proposal**. Once the best offer is submitted, the intent to award will be issued and no further information will be considered.

Please deliver your proposal to the STA offices no later than 3:00 p.m. September 15, 2021. Note that this deadline is firm, and late submittals and changes will not be accepted. STA office is located at: One Harbor Center, Suite 130, Suisun City, CA 94585. The STA reserves the right to consider or reject any and all proposals at its own discretion.

Attn: Susan Furtado
Accounting and Administrative Services Manager
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585-2473

The STA encourages, but does not require for this solicitation, the use of local firms. To assist in the use of local firms, the STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at: <https://sta.ca.gov/operations/rfp-rfq-local-preference/>.

If you have questions regarding this project, please contact Johanna Masiclat, Clerk of the Board/Office Manager at jmasiclat@sta.ca.gov. Thank you for your interest.

Sincerely,

Daryl K. Halls
Executive Director

**REQUEST FOR PROPOSALS
(RFP #2021-09)**

For
Lease Copier Equipment and Services

In Solano County

Release Date: August 25, 2021

RESPONSES DUE:

3:00 PM, September 15, 2021

(Four (4) complete hard copies and one digital copy (flash drive) of each response)

Susan Furtado, Accounting and Administrative Services Manager
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585-2473

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INTRODUCTION

The Solano Transportation Authority (STA) is a Joint Powers Authority comprised of members including the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, and the County of Solano. The STA serves as the Congestion Management Agency (CMA) for Solano County and is responsible for countywide transportation planning and programming of State and Federal funding for transportation projects within the county. The STA is the lead on several major transportation improvement projects throughout the county.

SCOPE OF WORK

The benefits of copiers cannot be underestimated. STA would like to consider in the selection of a copier machine to include the following.

- To determine the copiers different sizes and diverse capabilities and to lease/buy copiers that can give the multi-function that can help STA deliver Projects' and Programs' needs in both black and white printer or a color printer.
- To consider cost and maintenance of the copiers of each machine's capabilities in terms of the number of pages it can print per minute.
- To consider other factors apart from the price in making the decision to purchase copiers. High price tag may not necessarily a guaranteed quality, but also to consider the copier's page per minute (ppm), its durability, and efficiency.
- Service Maintenance - durability of copiers may also depend on the supplier's service maintenance who provides the warranty and repair costs.

LOCAL PREFERENCE POLICY

The STA has adopted a Local Preference Policy which encourages the hiring of local firms. While there is no adopted goal for this Project, firms are still encouraged to utilize the services of local firms in the preparation of a response to this RFP. The STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at <http://tiny.cc/jobstrfps>.

INSTRUCTION TO PROPOSER

1. *Examination of Proposal Documents:* By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it can perform the work identified in Scope of Work.
2. *Addenda/Clarifications:* Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally or in writing. All inquiries pertaining to this RFP should be emailed to Susan Furtado, Accounting and Administrative Services Manager at the following email address: sfurtado@sta.ca.gov no later than 3:00 PM (local), September 8, 2021. Response to all questions submitted by the deadline that may have a material impact on the proposal will be posted on the STA website at www.sta.ca.gov by September 10, 2021. The subject line for questions submitted in writing should include reference to: "Questions - STA RFP 2021-09 Lease Copier Equipment and Services".
3. *Withdrawal of Proposal Submittal:* A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the procurement officer a written request for withdrawal signed by, or on behalf of, the proposer.

Rights of STA: This RFP does not commit STA to enter a contract, nor does it obligate STA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

STA may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the services described in this RFP.

STA, in its sole discretion, reserves the right to:

- Reject any or all proposal submittals.
- Issue one or more subsequent RFQs and/or RFPs.
- Postpone opening for its own convenience.
- Remedy technical errors in the RFP process.
- Approve or disapprove the use of subcontractors.
- Negotiate with any, all, or none of the proposers responding to this RFP.
- Solicit best and final offers from all or some of the proposers.
- Award a contract to one or more proposers.
- Waive informalities and irregularities in any proposal.

4. *Method of Payment:* method of payment for this project is Lump Sum Annual Maximum Fee.

Proposers shall be prepared to accept the terms and conditions of STA's standard form contract included as Attachment A (STA Standard Contract) hereto. If a proposer desires to take exception to the agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

- a) Proposer shall clearly identify each proposed change to the agreement, including all relevant exhibits and attachments.
- b) Proposer shall furnish the reasons; therefore, as well as specific recommendations for alternative language. The above factors will be considered in evaluating proposals. Substantial exceptions to the agreement may be determined by STA, at its sole discretion, to be unacceptable and STA may proceed with negotiations with the other proposed firms.

RFP SUBMITTAL REQUIREMENTS

Please prepare your copiers in accordance with the following requirements.

1. *Qualifications:* The copier models, specification, and brochures shall not exceed a total of 10 single-sided, 8.5" x 11" pages. Include in the appendix similar examples of copiers.
2. *Transmittal Letter:* The qualifications shall be transmitted with a letter describing the firm's interest and commitment to the proposed project. The letter shall state that the qualifications shall be valid for a 90-day period and should include the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the vendor selection process. The person authorized by the firm/team to negotiate a contract with STA shall sign the cover letter.

Address the cover letter as follows:

Susan Furtado, Accounting and Administrative Services Manager
Solano Transportation Authority
One Harbor Center, Suite 130 Suisun City, California 94585

1. *Work Plan and Project Understanding:* The vendor shall provide a detailed proposed Scope of Work as part of their submittal and show the vendor's understanding of the STA needs and requirements. The vendor is to propose a Work Plan for the project identified in the Scope of Work.
 - a) Describe the approach and work plan for completing the specified Scope of Work.
 - b) The work plan shall demonstrate the firm's ability to accomplish the project objectives and overall schedule.

SELECTION OF VENDOR & CRITERIA

The overall process will be to evaluate the technical components of all the Copiers model and specification:

1. **Functionality** - Although the main function of digital copiers is to make photocopies, they are also used to scan documents, as fax machine, and in network printing. Digital copiers can also allow to store scanned documents into portable devices such as CD and DVD or send them via email.
2. **Efficiency** - Copier's efficiency make numerous documents right from an employee's desk. If you scan a document, you will be able to print, send, and additional features that are easy to use.
3. **Clean Documents** - Copiers with high-quality images that will make your documents appealing and easy to read.
4. **Durability** – Copier's durability as it reduces STA's operating costs and guarantees efficiency in performing tasks.
5. **Convenient for office use** - Copiers with less prone to breakdowns and production interruptions.

SELECTION SCHEDULE

August 25, 2021	RFP Issued
September 8, 2021	Questions concerning RFP provided to sfurtado@sta.ca.gov no later than September 8, 2021
September 10, 2021	All questions and answers will be posted on the STA website
September 15, 2021	Proposals are due no later than 3:00 PM at the offices of the Solano Transportation Authority, One Harbor Center, Suite 130, Suisun City, CA 94585. <i>Late submittals will not be accepted.</i>
Week of September 20, 2021	STA selects recommended vendor.

If you have any questions regarding this RFP, please contact: Susan Furtado
Accounting and Administrative Services Manager Phone (707) 399-3215
Fax (707) 424-6074
sfurtado@sta.ca.gov

DISCLOSURE:

The master copy of each response to this RFP shall be retained for official files and 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 (Government Code section 6250 et seq.). Each Responding Vendor may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Vendor agrees to indemnify and defend the STA for honoring such a designation. The failure to label any information that is released by the STA 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 STA, the STA will notify the Responding Vendor of the request and delay access to the material until seven working days after notification to the Responding Vendor. Within that time delay, it will be the duty of the Responding Vendor to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

PROTEST AND APPEALS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the Solicitations or Notice of Intent to Award a contract may protest to the Executive Director. The protest shall be submitted in writing to the Executive Director within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. All letters of protest shall clearly identify the reasons for the protest. The protest also must state the law, rule, regulation, or policy upon which the protest is based. The Executive Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall state the reason for the action taken and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the STA Board of Directors within seven (7) working days after receipt of the decision by the Executive Director.

**Solano Transportation Authority
Standard Contractor Contract
Project:**



1. Project Description:

2. This Contract is entered into between the Solano Transportation Authority (STA) and the Contractor named below:

Contractor's Name:

Business Form:

3. The Term of this Contract is: From date of execution of contract to _____, or earlier terminated or extended by agreement of the Parties.

4. The maximum amount of this Contract is:

5. The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated as though set forth in full:

- **Exhibit A – Scope of Work and Documents related to Project description and Contractor's performance.**
- **Exhibit B – Budget Detail and Payment Provisions**
- **Exhibit C – General Terms and Conditions**

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ___ DAY OF _____, 20__.

SOLANO TRANSPORTATION AUTHORITY

CONTRACTOR

By _____
DARYL K. HALLS, STA Executive Director

By _____

APPROVED AS TO FORM:

By: _____
BERNADETTE CURRY, STA Legal Counsel

STA Contact Information

Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585
Attn: Brandon Thomson, Transit Program Manager
Telephone: (707) 424-6075
Fax: (707) 424-6074

Contractor Contact Information

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

**Solano Transportation Authority
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EXHIBIT A

SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. STA has materially relied upon the representations of Contractor as may have been made in STA's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. Said Scope of Services comprises, and includes, the following documents:
 - a. STA staff report to the STA Board dated _____ and approved by the STA Board on _____;
 - b. STA'S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. _____);
 - c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated _____;
 - d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to STA's selection board and to the officers and employees of STA who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which STA has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Compensation. This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed _____ as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, and allowable indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.

B. Progress Payments. Payment for Contractor’s services shall be due under the approved payment schedule upon acceptance by Project Manager of those deliverables marking completion of a portion of the Project and as invoiced under Contractor’s proposal.

C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that the total compensation will not exceed the sums set forth in this Contract unless under written amendment of this Contract approved by the STA Board.

D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, with a brief status statement of the Study’s progress for which payment is sought, no later than thirty days after STA's acceptance of such deliverable/milestone. Payment shall be made by STA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the STA Project Manager:

Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94575
Attn: Brandon Thomson, Transit Program Manager

E. Cost/Fee Proposal If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached here to as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Conflict With Caltrans Or Federal Provisions

Where Caltrans or Federal funds are involved, those Caltrans or Federal provisions shall control over a General Term or Condition.

2. Closing out

STA will pay Contractor's final claim for payment providing Contractor has completed all obligations undertaken under this Contract. Contractor is responsible for STA's receipt of a final claim for payment 60 days after termination or completion of this Contract.

3. Time

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

4. 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 STA's Contract Manager.

5. Termination

- A. This Contract may be terminated by STA or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.
- B. STA may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, STA 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 the Contract.

6. Signature Authority

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

7. Warranty

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

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

8. Best Efforts

Contractor warrants that Contractor will faithfully, industriously and to the best of his/her/its

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ability, experience and talent, perform to STA's reasonable satisfaction.

9. Default

A. If Contractor defaults in Contractor's performance, STA shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires over 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

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

C. If STA 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, STA shall be entitled to recover from Contractor all damages allowed by law.

10. Indemnification

Contractor shall indemnify and hold harmless the STA, its officers, officials, employees and volunteers against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by STA's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (collectively referred to as "liabilities"), arising out of or for any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not STA accepted or approved any service or work product performed or provided by Contractor, and whether or not such liabilities are litigated, settled or reduced to judgment. If a final decision or judgment allocates liability by determining any portion of damages awarded is attributable to STA's negligence or willful misconduct, STA shall pay the portion of damages allocated to STA's negligence or willful misconduct, provided that STA shall not be liable for any passive negligence of STA, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

Contractor shall, upon STA's request, defend with counsel approved by STA (which approval shall not be unreasonably withheld), at Contractor's sole cost and expense, any action, claim, suit, cause of action or portion which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion is well founded or lacking in merit.

Acceptance of insurance certificates or endorsements required under Exhibit E of this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by Contractor's negligence, misconduct, or other legal fault whether such insurance policies shall have been determined to apply to such damages or claims for damages. This Section shall survive any termination of this Contract.

11. Insurance Requirements

Contractor shall procure and maintain for the duration of this Contract the following insurance:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

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1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architect's and engineers' coverage is endorsed to include contractual liability.

Minimum Limits of Insurance:

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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 location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage, combined single limit.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease, and in the aggregate.
4. Errors and Omissions Liability: \$1,000,000 on a claims made basis.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by the STA. At the option of STA, either: the Contractor shall reduce or eliminate such deductibles or self-insured retentions regarding the STA, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the STA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

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

1. The STA, its officers, officials, employees and volunteers be covered as insureds regarding the liability arising out of automobiles owned, leased, hired or borrowed by or for the Contractor, and regarding liability arising out of work or operations by or for the Contractor including materials, parts or equipment furnished with such work or operations. General liability coverage can be in an endorsement to the Contractor's insurance or as a separate owner's policy.

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2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the STA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the STA, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Should the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered under the policy provisions.

Acceptability of Insurers:

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

Verification of Coverage:

Contractor shall furnish STA with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the STA or on other than the STA's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements must be received and approved by the STA before work commences. STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

All insurance documents are to be sent to:

Solano Transportation Authority
Attn: STA Legal Counsel
One Harbor Center, Suite 130
Suisun City, CA 94585

Sub-Contractors:

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by STA in writing.

Forms of Endorsement:

Endorsements shall include the following provisions. STA understands and agrees that variations in language may occur:

THIS ENDORSEMENT, EFFECTIVE _____ A.M. _____,
201__, FOR POLICY NUMBER _____, IS ISSUED TO THE
SOLANO TRANSPORTATION AUTHORITY BY
_____ FOR (PROJECT DESCRIPTION OR
TITLE) _____.

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ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT THE STA, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE STA MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE STA MAY HAVE, AND ANY OTHER INSURANCE THE STA DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE STA IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

Solano Transportation Authority
Attn: STA Legal Counsel
One Harbor Center, Suite 130
Suisun City, CA 94585

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

12. Independent Contractor

A. Contractor is an independent contractor and not an agent, officer or employee of STA. The parties mutually understand that this Contract is by and 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 STA 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. Contractor shall indemnify and hold STA harmless from any liability which STA may incur because of Contractor's failure to pay such obligations.

D. As an independent contractor, Contractor is not subject to the direction and control of

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STA except as to the final result contracted for under this Contract. STA may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

F. 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.

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

H. 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.

13. Commitment Of Key Contractor Personnel

In recognition of the special skill of Contractor's proposed "Project Team", if such a team has been proposed, STA has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor and an estimate of the commitment of their time to this Project, all as set forth in Contractor's Proposal found in Exhibit B. Substitution of any key personnel named in Exhibit A or a decrease in the commitment of time to be provided to the Project by such personnel of more than 10% requires the prior written approval of STA. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements.

14. Responsibilities of Contractor

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and STA relies upon such skills. Contractor pledges to perform the work skillfully and professionally. STA'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 4 years from the end of the contract award or for 4 years from termination, whichever is later.

15. 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

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practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by STA will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

16. Confidentiality

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

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

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

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

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.

17. Conflict of Interest

A. Contractor warrants 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 STA in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. Drug Free Workplace

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

19. Health and Safety Standards

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

20. Audits and Inspection of Record

- a. Contractor shall permit STA and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, to make an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

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- b. Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.
- c. The State, the State Auditor, the STA, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor pertinent to the contract for audit, examination, excerpts, and transactions, and copies shall be furnished if requested. This provision shall apply to subcontractors.

21. 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.

22. Subcontractor and Assignment

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

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the STA's Contract Manager, subject to any required state or federal approval.

C. If STA consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.

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

23. 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 STA of the cause of the delay within 10 days of the start of the delay.

24. Ownership of Documents

A. STA 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 STA 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.

25. 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.

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26. STA's Obligation Subject to Availability of Funds

A. The STA's obligation under this Contract is subject to the availability of authorized funds. The STA may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the STA, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration date in this Contract, or any subsequent Amendment, the STA 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 STA Board. If the Contract is terminated for non-appropriation:

- i. The STA will be liable only for payment under the terms for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services under this Contract affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the STA Board 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 part of federal or State funds applicable to this Contract are not available to STA. If applicable funding is reduced, STA may either:

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

27. Changes and Amendments

A. STA may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease for 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 Contracts 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. 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 provision.

30. Conflicts in the Contract Documents

The Contract documents are complementary and interpreted in harmony so as to avoid conflict. If a conflict occurs in the Contract documents, the parties agree that the document providing the highest quality and level of service to the STA shall supersede any inconsistent term in these documents.

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31. Disbarment or Suspension of Contractor

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in state or federal transportation related projects and programs; (ii) have not been convicted of a criminal offense related to the provision of consultant services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in state or federal transportation related programs or projects, 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 state or federal transportation related projects or programs.

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

32. Execution in Counterparts; Signatures by Facsimile or PDF

This Contract may be executed in duplicate originals, each of which is deemed an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed original copies.

33. 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 STA or Contractor other than those contained.