



# Request for Qualifications

Engineering Staff Augmentation Services

For Capital Improvement & Development Projects

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Submit Statement of Qualifications to:

Jason Riley, Assistant City Engineer

Public Works Department

City of Fairfield

1000 Webster Street—3rd Floor

Fairfield, CA 94533

**CLOSING DATE: March 22, 2024**

**(by 2:00 p.m.)**

CITY OF FAIRFIELD  
STATE OF CALIFORNIA  
NOTICE TO CONSULTANTS

NOTICE IS GIVEN that the City of Fairfield will receive Statement of Qualifications for:

**On-Call Engineering Staff Augmentation Services for  
Capital Improvement and Development Projects**

General Work Description: The City of Fairfield (City) is seeking qualified and experienced consulting firms to provide on-call engineering staff augmentation services for various capital improvement and development projects. This Request for Qualifications (RFQ) has been designed to ensure that engineering design services are procured pursuant to a fair, competitive selection process based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

An electronic copy of the complete RFQ document and support reference documents can be obtained via download from the City of Fairfield's website:

<https://www.fairfield.ca.gov/government/city-departments/public-works/capital-improvement-projects>

Each statement of qualifications shall be submitted in accordance with the requirements listed in the RFQ package on file at Fairfield City Hall, 1000 Webster Street, 3rd Floor, Fairfield, CA 94533.

The successful Consultant will be required to meet the following insurance requirements: coverage shall be for the following amounts (a) Commercial General Liability shall be in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate; (b) Automobile Liability shall be in the amount of \$1,000,000 per occurrence; (c) Workers Compensation shall be in the amount of \$1,000,000 per occurrence; and (d) Professional Liability shall be in the amount of \$1,000,000 per occurrence.

There **will not** be a pre-submittal meeting.

Questions regarding any part of the RFQ must be submitted in writing via e-mail to Jason Riley, Assistant City Engineer, at [street@fairfield.ca.gov](mailto:street@fairfield.ca.gov). **All written requests for RFQ clarifications must be received no later than 2:00 p.m. on March 14, 2024.**

Submittals shall be complete and sealed. Submittals shall be marked "On-Call Engineering Staff Augmentation Services for Capital Improvement & Development Projects – Statement of Qualifications" and show the proposer's name, address, and telephone number on the outside of the envelope.

**Statement of Qualifications will be received until 2:00 p.m. on March 22, 2024**, at the Public Works Department, Fairfield City Hall, 1000 Webster Street, 3<sup>rd</sup> Floor, Fairfield, CA 94533. Consultants shall submit one (1) signed, four (4) copies and a flash drive which shall be date-

Request for Statement of Qualifications  
On-Call Engineering Staff Augmentation Services  
for Capital Improvement & Development Projects  
Public Works Department



stamped by Public Works Department staff.

Consultants shall submit all Statement of Qualifications in a sealed envelope which may be delivered in person or sent to:

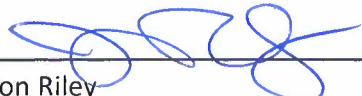
City of Fairfield  
Public Works Department (Third Floor)  
Attn: Jason Riley, Assistant City Engineer  
1000 Webster Street  
Fairfield, CA 94533

If proposers have used a tracking number to mail their Statement of Qualifications, please send the tracking number to [street@fairfield.ca.gov](mailto:street@fairfield.ca.gov). Tracking numbers shall be listed in the body of the electronic mail.

It is the sole responsibility of the Consultant to ensure that the Statement of Qualifications are received prior to the specified time and date.

Public Works staff shall indicate on the sealed Statement of Qualifications the time and date of receipt to validate the Statement of Qualifications was appropriately received. Statement of Qualifications received after the specified time and date shall be rejected and deemed invalid.

CITY OF FAIRFIELD

  
\_\_\_\_\_  
Jason Riley  
Assistant City Engineer



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### **List of Appendices**

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- Appendix A: Scope of Work – Typical Engineering Staff Augmentation Tasks
- Appendix B: SOQ Checklist (Must be completed and submitted with SOQ)
- Appendix C: Sample Professional Services Agreement
- Appendix D: Business License Application
- Appendix E: Protest Procedures
- Appendix F: Non-Disclosure Agreement



## **SECTION 1: EXECUTIVE SUMMARY AND PURPOSE OF RFQ**

Through this Request for Qualifications (RFQ), the city will select one or more qualified professional firm(s) (consultants) to provide engineering staff augmentation services for capital improvement and development projects. Staff augmentation services include, but are not limited to, capital improvement project management, design consultant oversight, construction management support, development plan checking, regulatory permitting, technical memorandum review, map review, development conditions of approval, and agency coordination.

The successful consultants shall utilize in-house staff and/or sub-consultants to complete the assignments to meet the City standards. For specialized work for which the prime consultants shall require a sub-consultant, the prime consultants shall serve as an administrative liaison between the City and the sub-consultant.

A scope of work with typical engineering staff augmentation tasks is provided in Appendix A.

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## **SECTION 2: INTRODUCTION AND PROJECT OVERVIEW**

### **A. INTRODUCTION**

Incorporated in 1903, the City is a general law city that provides a full range of services typical of municipal governments and is organized into nine departments that include: police, fire, community development, public works, parks and recreation, information technology, finance and administration. The City is situated in the northeastern portion of the San Francisco Bay Area and serves as the County seat of Solano County with a residential population of approximately 108,000 people<sup>1</sup>. The City occupies a land area of approximately 37.7 square miles (including Travis Air Force Base) along the dynamic I-80 growth corridor and has been a focal point for new development owing to lower land costs, access to good transportation and an abundance of development sites. The City's infrastructure consists of roadways, storm drain system, sanitary sewer system, parks, medians, building facilities, streetlights, sidewalks, and traffic signals.

### **B. PROJECT OVERVIEW**

The city is interested in one or more consultants under contract to provide on-call engineering staff augmentation services for various capital improvement and development projects. The initial term of the agreement(s) will be for five (5) years. However, the city may terminate the agreement(s), as it deems appropriate, or extend the agreement(s) an additional two (2) years, with concurrence from the successful consultant(s). In order to initiate each Task Order, the city will request a Task Order Proposal from the consulting firm based upon the preliminary scope of work and will negotiate the scope of work, schedule of deliverables, working hours and fee for each Task Order prior to full execution. Following full execution of a Task Order, the City will issue a Notice to Proceed for the scoped engineering staff augmentation services. In executing an agreement with the selected consultant(s) the City does not specifically guarantee any Task Orders will be initiated during the life of the agreement.

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<sup>1</sup> Population Projections taken from Association of Bay Area Governments <http://projections.planbayarea.org/data>



### **SECTION 3: INSTRUCTIONS TO PROPOSERS**

#### **A. SUBMITTAL**

Submittals must be received by **2:00 PM on March 22, 2024**. Late submittals will not be accepted. It is the Proposer's responsibility to ensure that their submittal is received on time. Visit the City's website to receive responses and questions, project updates and addendums<sup>2</sup>.

The Statement of Qualifications (SOQ) must be complete and clearly marked as "Statement of Qualifications for Engineering Staff Augmentation Services for Capital Improvement & Development Projects". The Statement of Qualifications shall include the proposer's name, address, and telephone number which shall be clearly marked on the outside of the envelope.

Proposers may submit their SOQ in person but are encouraged to mail their submittals. All submissions shall become the property of the City of Fairfield. In order to be considered, Proposers shall submit one (1) signed, four (4) copies and a flash drive which shall be date-stamped by Public Works Department staff and received no later **than 2:00 PM on March 22, 2024**. All submittals shall be submitted to:

City of Fairfield  
Public Works Department (3<sup>rd</sup> Floor)  
Attn: Jason Riley, Assistant City Engineer  
1000 Webster Street  
Fairfield, CA 94533

Postmarks will not be accepted. SOQs received after the time and date specified shall be rejected as invalid. SOQs that are deemed incomplete or not received by the specified date and time will be automatically rejected and will not receive further consideration by the City.

The City reserves the right to cancel any RFQ at any time without prior notice or to adjust the RFQ schedule to meet the needs of the City.

#### **B. PRE-SUBITTAL CONFERENCE.**

A pre-submittal meeting **will not** be conducted for this RFQ.



### C. QUESTIONS REGARDING RFQ

Questions regarding any part of the RFQ must be submitted in writing via e-mail and addressed as follows:

To: [street@fairfield.ca.gov](mailto:street@fairfield.ca.gov)

Subj: REQUEST FOR QUALIFICATIONS INQUIRY | Engineering Design Services

All written requests for RFQ clarifications must be received no later than **March 14, 2024**.

### D. GENERAL FIRM QUALIFICATIONS REQUIRED

To be considered, the Statement of Qualifications shall clearly demonstrate the following:

1. The proposed Consultant Project Manager (CPM) shall have experience as a project manager and/or design engineer on a minimum of 5 contracts/projects of similar or larger scope.
2. Demonstrated excellent project management and engineering skills including contract management, cost and schedule review, accurate progress payment tracking and review, and document control. Also essential will be the preparation of accurate and complete monthly reports in a timely manner (if required), and maintaining records, accounts, and books, as necessary.
3. It is desirable, but not required, that the firm's office be within fifty (50) miles of Fairfield.
4. Work on similar projects, with an emphasis on work done in the Bay Area and/or Northern California. Exhibited experience providing valuable services at a low overall cost to local agencies consistent with the funding available.

### E. SUBMITTAL REQUIREMENTS

To facilitate the evaluation of the Statement of Qualifications, consultants are required to adhere to the following format:

1. **Transmittal Letter:** The proposer must submit one original transmittal letter of no more than two (2) pages signed by an official authorized to solicit business and enter into contracts for the proposing firm. Transmittal letter must include name, title, and phone number for authorized officials. Transmittal letter must also include **Federal Tax Payer Identification Number**.



2. Table of Contents: Listing of the major sections in the Statement of Qualifications and the associated page numbers.
3. Organization Structure: In this section, discuss how you will organize staff and manage the scope of services. Identify the key staff, including sub consultants, by name, current and proposed location, specific responsibilities, estimated availability, and level of participation anticipated for this project.

An organization chart shall be included that identifies all personnel and their respective working relationships. Provide a chart showing the date the person will be available and the percentage of time they have available.

4. Experience and References: Provide descriptions of at least three (3) previous contracts/projects completed within the past ten (10) years that are similar to the services requested. Provide the project title, timing, budget, sponsoring agency, agency project manager, and roles of individuals used in those projects. Include the name of the contact person, the agency for whom the work was performed, telephone numbers, email, and the year in which the work was completed. The contact names provided with the project descriptions are considered references. The information provided must be up-to-date or the Statement of Qualifications may be considered non-responsive.
5. Resumes: Provide resumes and references of all key personnel, including the person identified as the responsible point of contact between the City of Fairfield and the Consultant.
6. Scope of Work: Provide a general understanding of the typical tasks provided in Appendix A for capital improvement and/or development projects and a description of additional services (if any) the Consultant and/or Subconsultant(s) would employ if selected.
7. Professional Services Agreement: State in writing any exceptions that it has to provisions of the Sample Professional Services Agreement attached in the appendix, and as well as provide alternative proposed language as part of their Statement of Qualifications.
8. Non-Disclosure Agreement: Agree to the non-disclosure agreement provided as part of the appendix.
9. Hourly Rates: The SOQ shall provide the names of all key personnel, their titles, and base hourly rates. The fee schedule should also include all direct costs associated with performing the services, including but not limited to photocopies, reproductions, postage, courier services, facsimiles, telephones, cellular phones, personal safety gear, office rental mileage, meals, and other travel expenses. A markup percentage for outside consultants or legal counsel will not be permitted and shall be billed at cost.



## F. EVALUATION

SOQ's shall first be reviewed on the Pass/No Pass criteria. Only those SOQ's that pass all Pass/No Pass criteria shall proceed to the Technical Criteria evaluation stage. Each passing SOQ will then be scored against the Technical Criteria cited below.

Pass/No Pass: Those SOQ's that have exceptions to the Services Agreement or do not meet the RFQ format requirements may be eliminated at the City Engineer's discretion. SOQ's that are eliminated will not proceed any further in the evaluation.

Technical Criteria: Evaluation and selection will be based on the technical criteria below, and any additional criteria deemed by the city to be of value in fairly and objectively evaluating the qualifications of each firm.

Technical Criteria	Points
1. Relevant experience and technical competence of the consultant, the personnel assigned to this project, and the degree of participation by the key personnel	30
2. Recent experience with similar kinds of projects	20
3. Clear understanding of the project requirements and work to be performed	20
4. Demonstrated ability to manage projects within scope, schedule and budget	20
5. The responsiveness and overall quality of the Statement of Qualifications	10

## G. SELECTION PROCESS

Statements of Qualifications shall be evaluated by a committee consisting of City staff under a single-step process. The selection process will consist of the following:

1. An evaluation committee (comprised of 3-5 individuals of City staff) will review and evaluate the submitted SOQs and develop a shortlist of finalists. The evaluation will take into account clarity, accuracy, and completeness of Statement of Qualifications requirements and criteria.
2. During the evaluation process, the evaluation committee reserves the right, where it may serve the City's best interests, to request additional information or clarification from proposers. The City reserves the right to determine the most qualified Consultant(s) based solely on the Statements of Qualifications reviewed, however, staff may determine that a subsequent interview process may be necessary.
3. The evaluation committee shall rank the Statements of Qualifications and attempt to negotiate mutually satisfactory agreement(s) with the top-ranked consultant(s) for each category of work. If mutually satisfactory agreement(s) cannot be negotiated, the



evaluation committee will attempt to negotiate an agreement with the consultant(s) which submitted the next highest ranked SOQ, and so forth.

4. The approval of all required insurance and endorsement and the final selection of the consultant will be submitted to the City Council with a recommendation for award of the contract. The Sample Professional Services Agreement is attached in the appendix.
5. City Council reserves the right to determine the most qualified consultant(s) based solely on the Statements of Qualifications reviewed, but staff may determine that a subsequent interview process may be necessary.

#### **H. PROCUREMENT SCHEDULE**

The procurement schedule is planned for the following dates:

<b>Action</b>	<b>Date</b>
RFQ Release Date	March 4, 2024
Deadline for questions/clarifications (by 2:00 p.m.)	March 14, 2024
Answers to questions released	March 18, 2024
<b>SOQ Submittal Deadline (by 2:00 p.m.)</b>	<b>March 22, 2024</b>
Selection Interviews (if necessary)	April 12, 2024
Negotiate and agree to final contract terms	April 15-18, 2024
City Council action to award contract	May 21, 2024
Execute Agreement	June 10, 2024

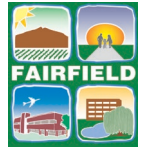
**City of Fairfield reserves the right to change this schedule as needed.**

#### **I. CANCELLATION OF RFQ**

The City of Fairfield reserves the right to cancel the RFQ at any time without prior notice and to adjust the RFQ schedule at any time without prior notice. The City of Fairfield is not liable for any cost incurred in the preparation of the Statement of Qualifications.

#### **J. NOTICE OF INTENT TO AWARD**

Once the evaluation committee has successfully negotiated the agreement with Consultant(s), City staff will send the successful firm a notice of intent to award and three (3) original Professional Services Agreements. Upon receiving these documents, the successful firm shall sign all three (3) Agreements and return them to the City within 5 business days. All insurance documentation is to accompany the agreements. A City Business License is also required.



#### **K. FINAL DETERMINATION**

The evaluation committee will forward its recommendation for the contract award(s) along with 3-signed contracts to the Fairfield City Council. After review and consideration of this recommendation, the City Council has the discretion to 1) award the contract based upon the staff recommendation, or 2) reject all firms.

#### **L. UNSUCCESSFUL PROPOSERS/SELECTION DISPUTES**

After the evaluation committee finalizes its recommendation, the unsuccessful firms will be notified of the City's intent to award the contract to the successful proposer. Unsuccessful firms will be debriefed upon their written request. These requests must be submitted to City staff within five (5) business days after the notification to the unsuccessful proposer is given.

#### **M. CONFLICT OF INTEREST**

If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the firm's involvement with this project.

#### **N. INSURANCE DOCUMENTATION**

Firms shall comply with the insurance requirements listed in the appendices - Professional Services Agreement and those described in the "Notice to Consultants."

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#### **SECTION 4: TASKS AND SCOPE OF WORK**

##### **A. GENERAL STATEMENT OF SCOPE**

Consultant will work closely with City of Fairfield Public Works staff, and other city staff, to provide staff augmentation services for capital improvement and development engineering projects. The selected firm(s) will be expected to perform all tasks provided in the scope of work. The consultant shall receive general direction from the City of Fairfield Public Works Engineering staff. The selected consultant will provide for its own vehicles, cell phones, training (and any specialty training) and certifications applicable to the work, and applicable personal protective equipment.

##### **B. TYPICAL ENGINEERING STAFF AUGMENTATION TASKS**

A scope of work with typical engineering staff augmentation tasks is provided in Appendix A.

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# **Appendix A**

## **Scope of Work – Typical Tasks**

Below is an outline of typical tasks required for this on-call engineering staff augmentation contract:

### **Capital Improvement Services**

- Preparation of Request for Proposals (RFPs) & Request for Qualifications (RFQs);
- Preparation of Professional Services Agreement (PSA's);
- Preparation of Task Orders;
- Preparation of City Council agenda reports;
- Provide engineering/project management support as directed by the City.
- Meet with Stakeholders to discuss the project scopes of work and implementation schedules;
- Collaborate and coordinate the scoping of capital improvement projects with appropriate City staff;
- Management of capital improvement projects including design consultant oversight;
- Review and provide approval recommendations for design consultants monthly invoices;
- Coordinate preparation of required environmental review with Planning Department staff;
- Collaborate and coordinate the scoping of construction management services, as necessary;
- Coordinate appropriate City staff review of design consultant deliverables including, but not limited to, project schedules, project construction estimates, design memorandums, project plans, and project specifications;
- Coordinate preparation of project contract documents including, but not limited to, Notice to Contractor, Instructions to Bidders, Proposal and Agreement in the City of Fairfield's standard format;
- Coordinate with Utility Companies for necessary services;
- Coordinate with the Building Department, if building permit is necessary;
- Coordinate project public outreach efforts;
- Work with City staff and design consultant to package complete bid documents for approval and bid advertisement;
- Assist staff with bid advertisement, including any pre-bid meeting;

- Monitor bidder inquiries and coordinate with staff and design consultants for responses;
- Prepare and issue Addenda (if required) prior to opening of bids;
- Coordinate opening of bids for each project and review bids to verify responsiveness and responsibility;
- Prepare "Bid Summary" for each project in the format provided by City staff;
- Schedule and prepare Agenda Report for "Bid Award" in the format provided by City staff;
- Coordinate preparation and execution of contractor agreements;
- Review contractor's insurance and bonds for conformance with the Contract Documents;
- Schedule, coordinate and attend Pre-construction meetings for each project with contractor, City staff and appropriate utilities and interested parties;
- Monitor project budget throughout design and construction;
- Coordinate with the construction manager, Inspector and design consultant on closeout of outstanding field issues, completion of documentation, project filing, final pay quantities, warranties, maintenance manuals, and as-builts.
- Coordinate with the design consultant on final acceptance of the improvements and completion of record drawings.
- The PM will coordinate with staff on final acceptance and archiving of project records.
- Assistance with development of Capital Improvement Program, preliminary project cost estimates and capital budget;
- Other capital project engineering services as requested by the City.

#### **Development Services**

- Review rough grading, engineering, landscape, and joint trench design drawings to ensure a) compliance with City standards and specifications and b) good engineering practice;
- Coordinate and collect development plan check comments from staff in Public Works' other programs (e.g. water and sewer operations, storm drainage operations, traffic engineering, landscape maintenance, construction inspection) and external agencies (e.g. Fairfield-Suisun Sewer District, Solano Irrigation District, City of Vallejo, City of Benicia);
- Manage and coordinate development project timelines with Public Works staff, land development owners/professionals, and other stakeholders;

- Provide, assemble, and submit application documents to acquire permitting from PG&E, CDFW, Kinder-Morgan, CPUC, UPRR, and other pertinent regulatory permit agencies on the City's behalf;
- Review professional reports and calculations including, but not limited to: hydrology reports, storm and sewer master plans, structural calculations for public infrastructure, geotechnical reports, for compliance with City standards and specifications;
- Review parcel maps, closure calculations, title reports, and similar property documents to ensure compliance with the subdivision map act & City ordinances;
- Draft conditions of development on Public Works' behalf and ensure conditions of development are compliant with City code;
- Review conditions of development with City development review staff;
- Coordinate, collect, and recommend conditions of development to staff in Public Works' other programs (e.g. water and sewer operations, storm drainage operations, traffic engineering, landscape maintenance, construction inspection);
- Meet entitlement and construction document plan check review times and coordinate with Planning and Building staff in the City's Community Development Department;
- Coordination with and oversight of on-call consultants for surveying, map checking, etc.;
- Coordination with Solano County for property research and map/document recordation;
- Other development engineering services as requested by the City.

## Appendix B

### Statement of Qualifications Checklist

(Must be completed and submitted with Statement of Qualifications)

Consultant Firm Name: \_\_\_\_\_

**Statement of Qualifications submitted for staff augmentation services for capital improvement & development projects (please check all applicable project categories for which your firm is submitting):**

☐ Capital Improvement Project Staff Augmentation Services

☐ Development Project Staff Augmentation Services

Transmittal Letter	_____
Table of Contents	_____
Project Personnel	_____
Consultant Staff Commitments	_____
Experiences and References	_____
Resumes	_____
Service Agreement Exceptions	_____
Hourly Rates	_____
Appendix B - SOQ Checklist	_____

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **Appendix C**

### **PROFESSIONAL SERVICES AGREEMENT**

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fairfield, a municipal corporation (the "CITY") and \_\_\_\_\_ ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **BUSINESS LICENSE.** The CONSULTANT shall obtain and keep current a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Community Development Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707-428-7509) and online at [www.fairfield.ca.gov/biz](http://www.fairfield.ca.gov/biz).

7) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

8) **TERM.** This agreement shall be in effect through \_\_\_\_\_; or until the scope of work is completed.

9) **GOVERNING LAW AND VENUE.** Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

10) Where applicable, vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced

Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>

11) ENTIRE AGREEMENT. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

12) COUNTERPARTS. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

13) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All invoices must be submitted and approved by this individual and all notices shall be given to the CITY using the following contact information:

CITY Contact: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_

## **EXHIBIT "A"**

### **SCOPE OF SERVICE**

This form is to be used when you don't have a proposal letter from the contractor to use. If you have a proposal letter that you wish to use for Exhibit A --- Simply type "Exhibit A" at the top of the proposal letter.

**EXHIBIT "B"**

**PAYMENT**

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

Personnel

Hourly Rate

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the \_\_\_\_\_ for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the \_\_\_\_\_.

## **EXHIBIT "C"**

### **GENERAL PROVISIONS**

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice

to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY Indemnitees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall 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 hereunder by the CONSULTANT, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability 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.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

#### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers

liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
  - ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.
  - iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
  - iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
  - vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- c) ACCEPTABILITY OF INSURER. 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 the CITY.

VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf; on forms equivalent to CG 20 10 11 85, subject to CITY approval; and submitted electronically through the Exigis insurance system to: [certificates-fairfield@riskworks.com](mailto:certificates-fairfield@riskworks.com). All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

d) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

## **Appendix D**

### **BUSINESS LICENSE APPLICATION**



City of Fairfield  
Community Development  
1000 Webster St, 2<sup>nd</sup> Floor  
Fairfield, CA 94533-4883  
Phone: 707.428.7509  
Email: BL@fairfield.ca.gov

# BUSINESS LICENSE APPLICATION

- APPLICANT MUST NOTIFY THIS OFFICE IN WRITING OF ANY CHANGES IN FACTS ON THIS APPLICATION
- APPLICANT MUST SUPPLY AN **EMAIL ADDRESS**
- BUSINESS/HOME ADDRESS CANNOT BE A PO BOX/MAILBOX
- PLEASE VISIT THE BUSINESS LICENSE COUNTER DURING NORMAL BUSINESS HOURS FOR HELP IN FILLING OUT THIS FORM

## Application Type

- ☐ New Business  
☐ Business Update  
☐ Home Occupation  
☐ Out-of-City Contractor

Business Name (DBA)	_____	Start Date	_____
Corporate Name	_____	No. of Employees	_____
Business Street Address	_____	Seller's Permit No.	_____
City/State/ZIP	_____	Federal EIN/Tax ID	_____
Mailing Street Address	_____	State EIN/Tax ID	_____
City/State/ZIP	_____	County Health Permit No.	_____
Business Phone No.	_____	Health Permit Type	_____
Email Address	_____	State License No.	_____
Description of Business	_____	State License Type	_____

## Owner(s), Partner(s), or Corporate Officer(s) Information

Per AB 2184, you may protect your residential address by providing a different Service of Process address in accordance with Section: 16000.1(a)(2) and 16100.1(a)(2) of the Business and Professions Code – to do so, please fill out the section on the reverse side of this form.

Business Structure: ☐ Sole Proprietor ☐ Corporation ☐ LLC ☐ Partnership ☐ Other: \_\_\_\_\_

Is this business...? (select all that apply): ☐ Veteran-Owned ☐ Woman-Owned ☐ Minority-Owned

Name	_____	Title	_____
Home Address	_____	State/Driver Lic. No.	_____
City/State/ZIP	_____	SSN	_____
Phone	_____	Date of Birth	_____
Name	_____	Title	_____
Home Address	_____	State/Driver Lic. No.	_____
City/State/ZIP	_____	SSN	_____
Phone	_____	Date of Birth	_____

Please complete the following below, using the table on the reverse side, and sign below. If needed, staff will help you--please leave blank.

Estimated Total Year Gross Receipts: \_\_\_\_\_

Classification: \_\_\_\_\_

NOTICE: Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies: The Division of the State Architect at [www.dgs.ca.gov/dsa](http://www.dgs.ca.gov/dsa), the Department of Rehabilitation at [www.dor.ca.gov](http://www.dor.ca.gov), The California Commission on Disability Access at [www.cdda.ca.gov](http://www.cdda.ca.gov).

If applicable, check the following:  <input type="checkbox"/> Auctioneer <input type="checkbox"/> Cannabis  <input type="checkbox"/> Daycare <input type="checkbox"/> Veteran Disability/SSI Exemption  <input type="checkbox"/> Fuel/Delivery <input type="checkbox"/> Solicitor/Peddler/Food Truck  <input type="checkbox"/> Pawnshop <input type="checkbox"/> Non-Profit  <input type="checkbox"/> PBIA <input type="checkbox"/> NTBSA	Bus. License Tax	\$
	Home Occupation Fee	\$
	PBIA or NTSBA	\$
		\$
	CASp Fee	\$ 4.00
	<b>TOTAL DUE</b>	\$

## DEPARTMENT APPROVALS – FOR OFFICE USE ONLY

<b>ZONING</b>	Amount Paid _____ X _____ Approval No. _____
	Date Paid _____ Check No. _____ Init _____
	Business License Account No. _____

I declare under penalty of perjury that the answers to the above questions have been examined by me and to the best of my knowledge are true and complete.

X Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## **LICENSE TAX RATE SCHEDULE BY CLASSIFICATION**

### Classification "A"

→ Retail sales, contractors/subcontractors, restaurants, property management or leasing rentals, motels, personal services, repair services, etc.

### Classification "B"

→ Professionals--such as attorneys, architects, accountants/bookkeepers, real estate agents and brokers, appraisers, doctors, professional consultants, engineers, investigators, developers, advertising agents, interior designers, etc.

### Classification "C"

→ Manufacturers, wholesalers with zero retail receipts, and administrative headquarters with zero Fairfield gross receipts

Gross Receipts (\$)	Business License Tax (\$)		
	A	B	C
0 – 19,999	20	76	20
20,000 – 39,999	50	76	20
40,000 – 59,999	60	90	24
60,000 – 79,999	70	96	28
80,000 – 99,999	80	120	32
100,000 – 119,999	90	136	36
120,000 – 139,999	100	150	40
140,000 – 159,999	110	166	44
160,000 – 179,999	120	180	48
180,000 – 199,999	130	196	52
200,000 – 239,999	146	220	58
240,000 – 279,999	170	256	70
280,000 – 319,999	190	286	82
320,000 – 359,999	210	316	94
360,000 – 399,999	230	346	106
400,000 – 449,999	250	376	118
450,000 – 499,999	270	406	130
500,000 – 549,999	290	436	142
550,000 – 599,999	310	466	154
600,000 – 699,999	330	646	172
700,000 – 799,999	350	766	196
800,000 – 899,999	370	826	220
900,000 – 1,000,000	390	886	244
For each additional \$100,000 or fraction thereof	15	15	10

## **SERVICE OF PROCESS ADDRESS**

*PURSUANT TO AB 2184 – AVAILABLE FOR PUBLIC INSPECTION*

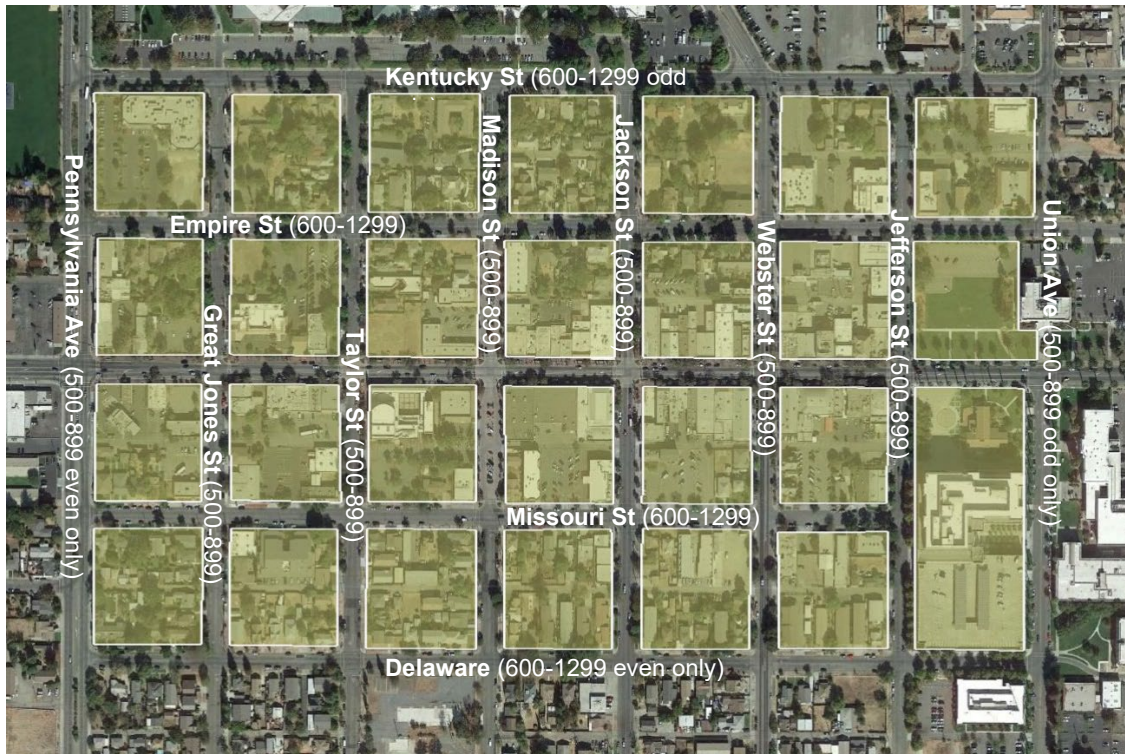
If you wish to protect your residential address with a different service of process address, please provide it here. Please note, if your service of process address is a post office mailbox, it must comply with paragraph (2) of subdivision (b) of Section 17538.5 of the California Business and Professions Code.

**Service of Process Address:**

**Residential Address to Protect:**    ☐ Business Address    ☐ Mailing Address    ☐ Owner/Partner/Officer Address

## **DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA TAX**

The City of Fairfield collects a Downtown Parking and Business Improvement Area (PBIA) tax to finance construction and maintenance of downtown improvement projects as well as the promotional and business development activities within the downtown area. The PBIA tax equals \$1.35 for each \$1.00 of the Business License Tax Classification "A" and \$0.66 for each \$1.00 of the Business License Tax for the Classifications "B" and "C". Pay this fee ONLY if you are located within the downtown boundaries shown on the map below. (Ord. No. 1971-23, § Ord. No. 1983-31, § Ord. No 1985-04)

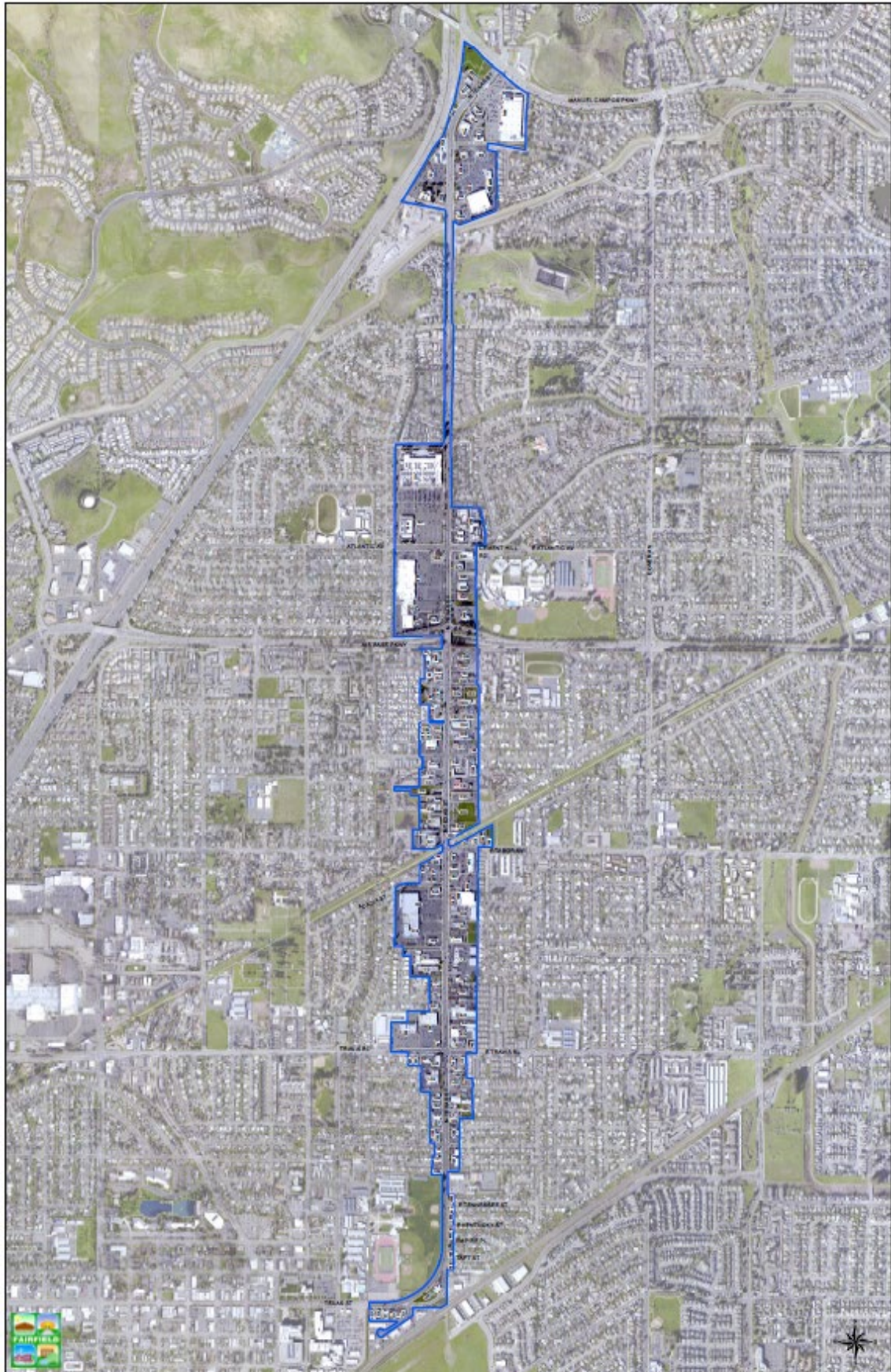


## **NORTH TEXAS STREET BUSINESS IMPROVEMENT DISTRICT**

The City of Fairfield collects the North Texas Street Business Improvement District assessment for the North Texas Street Business Association (NTSBA). This annual assessment is charged at the first-time business license renewal. The purpose of this assessment is to promote economic revitalization and physical maintenance of North Texas Street to create new jobs, attract new business and prevent erosion of the business district. Please contact [bl@fairfield.ca.gov](mailto:bl@fairfield.ca.gov) to confirm your business' zone and classification in order to determine the correct NTSBA fee to pay. Most businesses on North Texas St will be Zone A and the peripheral streets are Zone B. The assessment schedule is shown below. (City of Fairfield, Resolution No. 99-234)

North Texas Street Business Improvement District Assessment		
	Zone A	Zone B
<b>Retailers and Restaurants</b>	\$150 (1-3 employees) \$250 (4-6 employees) \$350 (7-11 employees) \$450 (12+ employees)	\$75 \$125 \$175 \$225
<b>Sales &amp; Service Businesses</b>	\$150 (1-3 employees) \$200 (4-6 employees) \$250 (7+ employees)	\$75 \$100 \$125
<b>Personal Care Salons</b>	\$150 (+\$25 additional per rented station)	\$75 (+\$25 additional per rented station)
<b>Professional Businesses</b>	\$150	\$75
<b>Financial Institutions</b>	\$500	\$500
<b>Express Banking Station</b>	\$250	\$250
<b>Lodging</b>	\$250	\$250

## NORTH TEXAS STREET BUSINESS ASSOCIATION – MAP



North Texas Business Improvement District

## **Appendix E**

### **PROTEST PROCEDURES**

## **Protest Procedures**

### **A. Purpose**

The purpose of these procedures is to set forth the procedures to be utilized by City in considering and determining all bid protests or objections regarding solicitations, proposed award of a contract, or award of a contract whether before or after award.

### **B. General**

In order for a bid protest to be considered by City, it must be submitted by an interested party (as defined below in accordance with the procedures set forth herein). A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures shall not be considered by City, and shall be returned to the submitting party without any further action by City.

### **C. Definitions**

For purposes of these Bid Protest Procedures:

1. The term "Bid" includes any bid or offer submitted by a bidder in response to an Invitation for Bid (IFB), and a proposal submitted by an offeror in response to a Request for Proposals (RFP).
2. The term "contract" means that document to be entered into between City and the successful bidder and offeror.
3. The term "days" refers to normal business days of City staff offices.
4. The term "interested party" means any person: (a) who is an actual or prospective proposer, bidder, or offeror in the procurement involved; and (b) whose direct economic interest would be affected by the award of the contract or by failure to award a contract.
5. The term "solicitation" means an Invitation for Bids (IFB), Request for Proposals (RFP), or other form of document used to procure equipment or services.

### **D. Grounds for Protest**

Any interested party may file a bid protest with City on the grounds that:

1. City has failed to comply with applicable Federal or State Law;
2. City has failed to comply with its procurement procedures;
3. City has failed to comply with the terms of the solicitation in question, including the failure to adhere to the evaluation criteria set forth in the solicitation, if applicable;
4. City has issued restrictive or discriminatory specifications; or,
5. Award is made to other than the lowest responsive and responsible bidder on formally advertised (IFB) procurements.

## **E. Contents of Protest**

1. A bid protest must be filed in writing and must include:
  - a. The name and address of the protestor.
  - b. The name and number of the procurement solicitation.
  - c. A detailed statement of the grounds for the protest, including all relevant facts and a citation to the Federal or State law, the provision of City procurement procedures, or specific term of the solicitation alleged to have been violated.
  - d. Any relevant supporting documentation the protesting party desires City to consider in making its decision.
  - e. The desired relief, action, or ruling sought by the protestor.
2. Protests must be filed with:

City Manager  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533
3. All protests must be received at the City address listed above during normal office hours of 8:00 a.m. to 5:00 p.m., Pacific Standard or Daylight Time.
4. If any of the information required by this section is omitted or incomplete, City shall notify the protestor, in writing, within one day of the receipt of the protest, and the protestor shall be given one day to provide the omitted or incomplete information in order for the protest to be further considered. Note that this provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

## **F. Timing Requirements and Categories of Protests**

City shall consider the following categories of bid protests within the time period set forth in each category:

1. Any bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed no later than five days prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by City. Any protest based on such grounds not filed within this period shall not be considered by City. This category of protests includes, but is not limited to, allegation of restrictive or exclusionary specifications or conditions.
2. Any bid protests regarding the evaluation of bids or proposals by City, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with City no later than 72 hours after the protestor's receipt of City's written notice of its

decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award shall not be considered by City.

#### **G. Review of Protest by City**

1. City shall notify the protestor within 3 days of timely receipt of a bid protest that the protest is being considered.
2. In the notification, City shall inform the protestor of any additional information required for evaluation of the protest by City, and set a time deadline for submittal of such information. If City requests additional information, and it is not submitted by the stated deadline, City may either review the protest on the information before it, or decline to take further action on the protest.
3. In its sole discretion, City may give notice of any bid protest to other bidders or proposers for the procurement involved in the protest, as appropriate, and permit such bidders or offerors to submit comments to City relative to the merits of the bid protest. City shall set a time deadline for the submittal of such comments, which shall be no less than 5 days after City provides notification of the protest.
4. In its sole discretion, City may schedule an informal conference on the merits of a bid protest. All interested parties shall be invited to participate in the conference. Any information provided at the conference shall only be considered by City in deciding the bid protest if it is submitted to City in writing within 3 days after the conference.

#### **H. Effects of Protest on Procurement Actions**

1. Upon receipt of a timely protest regarding either the solicitation process of the solicitation documents in the case of sealed bids, City shall postpone the opening of bids until resolution of the protest. The filing of the protest shall not, however, change the date on which bids are due, unless City determines, and so notifies all bidders, that such a date change is necessary and appropriate to carry out the goals of the procurement and assure fair treatment for all bidders.
2. Upon receipt of a timely protest regarding evaluation of bid or proposals, or the approval or award of a contract, City shall suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful bidder or proposer may not recover costs as a change order.
3. Notwithstanding the pendency of a bid protest, City reserves the right to proceed with any appropriate step or action in the procurement process or in the implementation of the contract in the following cases:
  - a. Where the item to be procured is urgently required;
  - b. Where City determines, in writing, that the protest is vexatious or frivolous;

- c. Where delivery or performance shall be unduly delayed, or other undue harm to City shall occur, by failure to make the award promptly; or,
- d. Where City determines that proceeding with the procurement is otherwise in the public interest.

#### **I. Summary Dismissal of Protests**

City reserves the right to summarily dismiss all or any portion for a bid protest that raises legal or factual arguments or allegations that have been considered and adjudicated by City in a previous bid protest by any interested party in the same solicitation or procurement action.

#### **J. Protest Decisions**

1. After review of a bid protest, the Director of Public Works shall make a recommendation to the City Manager of the appropriate disposition of such protest.
2. The recommendation shall be made on the basis of the information provided by the protestor and other parties, the results of any conferences, and City's own investigation and analysis.
3. If the protest is upheld, City shall take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation, revised evaluation of bids or proposals or City's determination, or termination of the contract.
4. If the protest is denied, City shall lift any suspension imposed and proceed with the appropriate state of the procurement process or the contract.

#### **K. Judicial Appeals**

A protest adversely affected by a bid protest decision may appeal such decision to an appropriate court of the State of California.

#### **L. Federal Transit Administration Appeals (Only if Federal funds are used in the procurement)**

1. A protestor adversely affected by a bid protest decision of the City Manager may submit a protest to the Federal Transit Administration (FTA) in accordance with the provisions of FTA Circular 4220.1E, as currently in effect as of the date of City's decision on the bid protest.
2. Under the provision of the FTA Circular, FTA shall only review protests regarding:
  - a. the alleged failure of City to have written protest procedures or the alleged failure to have followed such protest procedures, or
  - b. the alleged failure to review a complaint or protest, or
  - c. alleged violations of Federal law or regulation.

3. In accordance with the FTA Circular, such protest must be filed no later than 5 days after the protestor knew or should have known of City's alleged failure listed above.
4. Under the following conditions, City may proceed with the procurement in spite of a pending protest to the FTA;
5. The items to be procured are urgently required;
6. Delivery or performance shall be unduly delayed by failure to make the award promptly;  
or,
7. Failure to make prompt award shall otherwise cause undue harm to City or the Federal Government.

**End of RFQ Document**

## **Appendix F**

### **NON-DISCLOSURE AGREEMENT**

## **NON-DISCLOSURE AGREEMENT**

Regarding the City of Fairfield's Sensitive Proprietary Infrastructure Information

This Non-Disclosure Agreement ("Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the City of Fairfield, ("City"), a municipal corporation of the State of California, and \_\_\_\_\_, ("Recipient"). For purposes of this Agreement, City and Recipient may be referred to jointly in this Agreement as "Parties"

Recipient's name, address, and state of incorporation (if applicable), are as follows (please print):

\_\_\_\_\_

**WHEREAS**, the City, acting through the Information Technology Department, will disclose certain Confidential Information to Recipient based on work with the City, relating to the City's network configuration and infrastructure; and

**WHEREAS**, Recipient must have access to such information in order to configure hardware, software, application or network services; and

**WHEREAS**, in order to release Confidential Information to Recipient, the City requires Recipient to enter into this Agreement through its authorized representative and return it to the City as a pre-condition of receiving materials that contain Confidential Information;

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises of the parties herein contained, it is agreed by and between the parties as follows:

1. "Confidential Information" as used in this Agreement shall include, but is not limited to, any and all technical and non-technical information, data, documents, records, and materials provided by or on behalf of the City to the Recipient, including without limitation patent, trade secret, proprietary, and systems security-related information and information related to the current, future and proposed services of the City, in any form or medium including written, electronic, or oral. Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Confidential Information also includes any information ordered confidential pursuant to any local, state, or Federal law, or ordered confidential by any Court of competent jurisdiction. Confidential Information shall not include public records subject to disclosure under the California Public Records Act, Government code section 6250 et seq.

2. The Recipient agrees that it will not make use of, disseminate, or in any way disclose the City's Confidential Information to any person, firm or business, except as necessary for the Recipient to work with the City Information and Technology Department, and any purpose the City has authorized or hereafter authorizes in writing. The Recipient agrees that it shall disclose Confidential Information only to those directors, officers, employees, agents, affiliates, advisors, representatives, or consultants who need to know such information for purposes of fulfilling Recipient's obligations to the City, and who have previously agreed, either as a condition to employment or service to be bound by terms and conditions of this Agreement.

3. The Recipient agrees to hold all Confidential Information of the City in the strictest confidence and treat it with the same degree of care as it accords to its own Confidential Information, and

the Recipient represents and warrants that it exercises reasonable care to protect its own Confidential Information. Recipient shall not share or disclose any Confidential Information to any third party or cause such Confidential Information to become accessible to the public without written consent from the I.T. Director of the City.

4. This Agreement shall not apply to any of the following information: (a) Information that was in the public domain at the time it was communicated to the Recipient by the City; (b) Information that entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) Information that was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the City (as shown by the Recipient's files and records as of the time of disclosure); (d) Information that was rightfully communicated to the Recipient by a third party free of any obligation of confidence subsequent to the time that it was communicated to the Recipient by the City; (e) Information that was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the City; or (f) Information provided to Recipient in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement (provided that the Recipient has provided the City with a reasonable opportunity to seek protective legal treatment for such Confidential Information). In any administrative or judicial proceeding where the City seeks enforcement of this Agreement, the Recipient shall bear the burden of proving any parts of this paragraph apply as a defense to the disclosure of Confidential Information.

5. All Confidential Information furnished to the Recipient by the City shall remain the property of the City and shall be returned promptly upon request, together with any copies thereof, or destroyed with the consent of the City.

6. The Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the City.

7. Recipient's obligations under this Agreement shall survive the termination of any other contractual agreement between the parties.

8. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. The sole jurisdiction and venue for any dispute arising under this Agreement shall be the Solano County Superior Court of California or the United States District Court, Eastern District of California, and each party to this Agreement hereby submits to such jurisdiction and venue.

9. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

10. The Recipient acknowledges and agrees that irreparable injury may result to the City if the Recipient breaches the provisions of this Agreement and that damages may be an inadequate remedy in respect of such breach. The Recipient agrees in advance that, in the event of such breach, the City shall be entitled to the granting of injunctive relief in the City's favor, in addition to such other remedies, damages and relief as may be available under applicable law.

11. This Agreement shall not be construed in any manner to be an obligation to enter into further contract or to reimburse the cost of any effort expended by Recipient.

12. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. In the event of a dispute or a claim by a party to enforce its rights under this Agreement, the non-prevailing party shall be entitled to reasonable legal fees. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors,

transferees and assignees.

13. If any part of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. The Parties may sign this Agreement in counterpart, and each individually signed Agreement when combined shall constitute one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RECIPIENT:

By: \_\_\_\_\_

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

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

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

CITY OF FAIRFIELD:

By: \_\_\_\_\_

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

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

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