

Administrative Services

915 8th Street, Suite 119, Marysville CA 95901



REQUEST FOR PROPOSAL

Boiler Replacement at Yuba County Facilities

Notice to Prospective Proposers

April 12, 2021

You are invited to review and respond to this Request for Proposal (RFP), entitled 901159 – Boiler Replacement at Yuba County Facilities. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the County of Yuba will include by reference General Terms and Conditions that may be viewed and downloaded at Internet site

https://www.yuba.org/departments/administrative_services/purchasing/purchasing.php

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Yuba County Administrative Services, Buildings & Grounds Division, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Lee Ann Hennessy, Buyer
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
(530) 749-7880
adminhelp@co.yuba.ca.us

Please note that no *verbal* information given will be binding upon the County unless such information is issued in writing as an official addendum.

Perminder Bains,
Purchasing Agent,
Director of Administrative Services

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I. SCOPE OF WORK & REQUIREMENTS

Brief Project Description: Yuba County has a couple upcoming projects to replace natural gas boilers at a few Yuba County facilities. The goal is to accomplish the primary project detailed below, and implement a phased-in approach to the other project listed as alternate #1. This work is subject to payment of prevailing wages under Labor Code Section 1720 et. seq. and 1770 et. seq., which require the payment of prevailing wage rates and the performance on certain “public works” and “maintenance” projects, as defined by the Prevailing Wage Laws, and if total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, as applicable.

Objectives: These projects are broken up to meet internal processes and support strategic planning efforts. Contractors are not required to bid all projects listed below; however, contractors are welcome to consider providing a price for each alternative. Once contract has been awarded, County will coordinate with awarded contractor to determine schedules for each project. Work to be completed during normal business hours, unless specified and agreed upon by all parties. Business hours are defined as Monday through Friday, 8 a.m. to 5 p.m. If work is to be scheduled on a weekend, contractor must specify if regular labor hours wage rate differs from business hours worked. Contract will be for a one-year period, with two (2), one-year extension options.

Primary Project

Procure and install two (2) PB natural gas boilers in the Yuba County Courthouse, 215 5th Street in Marysville. These boilers are located in the basement level of the facility in the dedicated boiler room. The boilers’ number is GM-08-SV-WP, with a serial number 541137-200603. Max input BTU per hour for both units is 399,000. County is requesting a like-for-like replacement for these units.

Alternate #1

Procure and install one (1) LAARS natural gas boiler in the Yuba County Jail, 215 5th Street in Marysville. This unit is also located in the dedicated boiler room at basement level of the facility. This boiler is number PNCV0500NACK2BXN, with a serial number C05 153755, and a max input BTU per hour of 499,980. County is requesting a like-for-like replacement for this unit. For the alternate #1 cost proposal on page 11, County is requesting two prices: one for procurement and installment, and one with just cost of equipment. County is considering installing internally for training purposes.

Contractor Responsibilities:

- *Contractor must hold and maintenance a C-4 – Boiler, Hot Water Heating and Steam Fitting License, or Class B – General Building Contractor license, or similar licensing, as issued by the California State Licensing Board.*
- *Provide County with proof of insurance on an annual basis.*
- *Provide all Contractor personnel with the right tools, equipment and materials necessary for work to be completed.*
- *All equipment and tools which shall be the appropriate type for the task and shall be well maintained, calibrated, and in proper working order before use in the performance of the work.*
- *Contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the County, any such defect that may become apparent within a period of one year after completion of work.*
- *Contractor must report all certified payroll to the California State Department of Industrial Relations (DIR) for projects over \$15,000; if this is the case for any/all of the aforementioned projects, Contractor will be required to remit certified payroll to the County via email to administrativeservices@co.yuba.ca.us or to Lee Ann Hennessy at lhennesy@co.yuba.ca.us.*

Contractor Deliverables:

Services include the following:

- *Removal of old equipment*
- *Installation of the new equipment*
- *Testing new equipment to confirm functionality*
- *Debris removal*
- *Cleanup of project site*
- *Approval from County on installation*

County Responsibilities:

- *Grant access to job site, with presence of a Facilities Building Maintenance Technician.*
- *Provide electrical utility and power for equipment, if needed.*
- *Provide water source for equipment.*

II. Responsibility Criteria

The following submittals will demonstrate the integrity of the responsible proposer. All proposal submissions noted below are to be completed in their entirety, in the order stated below, and proceed the Responsive Criteria in the Proposal Package. Responsibility criteria shall be on a pass/fail basis. Yuba County reserves the right to reject bids that do not meet the expectations of the County.

1. Proposer's Statement shall be filled out in its entirety.
2. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a formal cover letter.
3. Contract must provide letters of reference from a minimum of three (3) sources.
4. All proposers also expected to provide proof of any/all License(s) and Insurance in Proposal Package.

PROPOSER STATEMENT

This Proposer Statement must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions.

Do not return Section A, Proposal Requirements and Information, nor the referenced “Sample Agreement” at the end of this solicitation.

- Our all-inclusive proposal is submitted as detailed in the Cost Proposal.
- All required attachments are included with this statement sheet.
- The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this statement.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer’s Name (Print)	11. Title	
12. Signature	13. Date	

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum # _____	Initials: _____
Addendum # _____	Initials: _____
Addendum # _____	Initials: _____
Addendum # _____	Initials: _____
Addendum # _____	Initials: _____

III. Responsive Criteria

The following pages shall describe how proposer will demonstrate compliance of a responsive proposer. Responsive proposer will use the checklist provided on page 9 to meet all requirements of this RFP. All RFP deadlines, listed below, are final unless otherwise amended by Addendum.

Milestone Event	Due Date/Time (PST)
Release of solicitation	April 12, 2021
Optional site walk	April 21, 2021; 9 a.m.
Requests for Information	April 23, 2021
RFIs Response	April 28, 2021
Solicitation final submission	May 6, 2021; 4:30 p.m.
Notice of intent to award	May 2021
Proposed Contract	June 2021

SITE WALK: All contractors/vendors interested in submitting a proposal may consider attend the optional site walk. The site walk will begin at Courthouse lobby at 215 5th Street in Marysville. All contractors/vendors must be prepared with a signed copy of the confidentiality agreement and waiver and general release, pages 21 and 22, respectively. All interested Contractors shall also be prepared with a facial covering and submit to a temperature check.

REQUEST FOR INFORMATION (RFI): All questions must be submitted, in writing, to Lee Ann Hennessy, Buyer for Yuba County. Email, postal mail or hand-delivered questions are permitted. No questions will be answer verbally, with exception of questions during the optional site walk. All verbally answered questions on the site walk, will be captured and answered via RFI shortly thereafter.

COST PROPOSAL: Cost proposal must be itemized as fixed price and valid for sixty (60)-days after final submission date. Itemization to include but not limited to, direct materials, direct labor, payroll overhead, other direct costs, other expenses, total cost, profit/markup, and final proposed price. If pricing is subject to adjustment, or any other pertinent information must be disclosed, please provide detail in memorandum and attach to cost proposal. Cost proposals can be found on page 10-12. Vendor may also use facsimile form if the form provides more clarity and specifications of cost.

SUBMISSION OF PROPOSAL: Proposals should provide straightforward and detailed descriptions of the proposer's ability to satisfy the requirements of this RFP. All hardcopy proposals must be submitted under sealed cover and sent by the dates and times stated above. *Cost Proposal shall be sealed in a*

separate envelope from Proposal Package. A minimum of four (4) copies of the proposal must be submitted in addition to the original. The original proposal must be marked, "ORIGINAL." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Please mark and send to the address below:

Administrative Services, Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901
901159
Boiler Replacement at Yuba County Facilities
DO NOT OPEN

PROPOSAL SUBMISSION CHECKLIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal.

- Statement of Experience (Cover Letter)
- Reference Letters
- License(s)/Bonds/Insurance
- Proposer's Statement
- Scope Statement, to include, but not limited to the following
 - Scope of Work
 - Proposer Deliverables
 - County Deliverables
 - Assumptions (if any)
 - Constraints (if any)
- Cost Proposal (*Separate Envelope*)
- Bid Compliance Forms (Attachment A)

COST PROPOSAL

Primary Project

Cost proposal shall be in the form of time and materials for services. Contractors can use the table below, or facsimile form.

	<i>Rate</i>	<i>Hours</i>	<i>Cost</i>
Labor (<i>additional line items available to reflect any additional labor costs</i>)			\$
			\$
			\$
			\$

	<i>Description</i>	<i>Cost</i>
Boilers		\$
Other Equipment (please specify):		\$
		\$
		\$
		\$
Other Charges (please specify):		\$
Mobilization/Demobilization		\$
Debris Removal		\$
Freight/Delivery		
<i>Subtotal</i>		\$
<i>Tax</i>		\$
Total Equipment		\$

<i>Total Cost for Two (2) PB Natural Gas Boilers Provided and Installed</i>	
\$	

COST PROPOSAL

Alternate #1 Project

Cost proposal shall be in the form of a schedule of values for large projects, and time and materials for services. Contractors can use the table below, or facsimile form.

	<i>Rate</i>	<i>Hours</i>	<i>Cost</i>
Labor (<i>additional line items available to reflect any additional labor costs</i>)			\$
			\$
			\$
			\$

	<i>Description</i>	<i>Cost</i>
Boiler		\$
Other Equipment (please specify):		\$
		\$
		\$
		\$
Other Charges (please specify):		\$
Mobilization/Demobilization		\$
Debris Removal		\$
Freight/Delivery		
		\$
<i>Subtotal</i>		\$
<i>Tax</i>		\$
Total Equipment		\$

<i>Total Cost for One (1) LAARS Natural Gas Boiler Provided and Installed</i>
\$ _____

IV. Evaluation Criteria

Evaluation team will consist of at least three (3) panelists. Panelist selection will derive from the nature of the solicitation, knowledge in the field within the scope of work, understanding of County policies and procedures, and third-party overview. The following phases will be used in the evaluation process:

- Phase I: Responsibility Criteria
- Phase II: Responsive Criteria

All proposals are competitive-sealed and are evaluated based on weighted criteria. A preliminary review shall be made of the proposals by the evaluation team. Aggregate, not individual, scores shall be available for review.

Award will be made to the responsible, responsive proposer whose proposal is determined in writing to be the most advantageous, considering evaluation factors set forth in this RFP. Award is not solely based on price, but also upon contractor due diligence and technical superiority of the proposal.

If any proposer, prior to the award of agreement, files a protest with the Department of Administrative Services, 915 8th Street, Suite 119, Marysville, CA 95901, on any grounds that the (protesting) proposer would have been awarded the contract for any such reason, the agreement shall not be awarded until either the protest has been withdrawn or the Director of Administrative Services has decided the matter. All protests must be sent by certified or registered mail.

V. Small Business Preference and DVBE

Small Businesses and DVBE welcome to apply.

VI. Sample Agreement

The following website provides a sample of Yuba County's Standard Professional Services Agreement. If no internet access is available, a hard copy can be provided by contacting Yuba County Administrative Services Department at the contact provided on the title page.

https://www.yuba.org/departments/administrative_services/purchasing/purchasing.php

VII. Terms and Conditions

Please see the page 23 for all Terms and Conditions for Solicitations. Please note: pursuant to Public Contract Code 3247, Contractors will be required to provide a performance bond for projects in excess of \$25,000.

VII. ATTACHMENTS

BID COMPLIANCE FORMS

The following pages shall certify and declare that persons or entities interested in contracting with Yuba County are in compliance with the following laws of the State of California:

Gov. Code 8355 - Drug Free Work Place Certification

Public Contract Code 7106 – Non-Collusion Declaration

Labor Code section 1861 - Workers' Compensation Certification

These must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions. Do not include this page in proposal submission.

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to Government Code 8355, any persons or entities awarded a contract for services from any state agency and sub-divisions herein, shall certify a drug free workplace by doing the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specify the actions that will be taken against employees for violations of the prohibition.

Establish a drug-free awareness program to inform employees about the following:

1. Dangers of drug abuse in the workplace
2. Person or entity's policy of maintaining a drug-free workplace.
3. Available drug counseling, rehabilitation, and employee assistance programs.
4. Awareness of penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract be given a copy of the aforementioned statement required, as a condition of employment, and employee agrees to abide by the terms stated.

Therefore, persons of entities shall comply with the Government Code, and make good faith efforts to continue to maintain a drug-free workplace through the duration of the contract. Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the regulations of Government Code 8355, as stated above?

YES

NO

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on _____, at _____, _____.

(Date) (City) (State)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

NONCOLLUSION DECLARATION

Pursuant to PCC 7106, this declaration shall be executed by the contractor and submitted with complete bid. This must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Firm)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____.
(Date) (City) (State)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Pursuant to California Labor Code 1861, upon receiving award of Contract, Contractor agrees to execute the following Acknowledgement:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Which is hereby acknowledged, _____
(Company Name)

Acting herein by and through _____
(Authorized Individual’s Name)

Its _____
(Title of Authorized Individual Whose Signature Appears Above)

**COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

1 INTRODUCTION.

For the purposes of solicitation site walks and supporting documentation for services to be provided, (hereinafter “CONTRACTOR”), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR’s responsibilities for safeguarding this information.

2 DEFINITIONS.

2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver’s license numbers, social security numbers, marital status, etc.

2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver’s license numbers, State ID numbers, etc.

2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR’s possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR’s possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

4 PROVISIONS.

4.1 The CONTRACTOR shall sign the “Confidentiality Provisions and Statements” and adopt it by reference in the underlying Agreement.

4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

4.2.1 Securing all areas where confidential information is maintained and/or stored;

4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

4.2.3 Limiting the removal of confidential information from the CONTRACTOR’s premises except for those purposes as designated in the underlying Agreement;

4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR’s location or COUNTY location in an effort to ensure compliance with these provisions.

4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

4.8 NOTIFICATION OF BREACH.

4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Paul LaValley, County Information Security Officer
Phone: (530) 749-5609
E-Mail: plavalley@co.yuba.ca.us
Fax: (530) 749-7894

4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data.

All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

**WAIVER AND GENERAL RELEASE RE:
VENDOR ACCESS TO COUNTY OF YUBA PROPERTIES**

In consideration of receiving a limited and permissive right to enter COUNTY OF YUBA properties, IT IS AGREED THAT the undersigned hereby release the COUNTY OF YUBA, its agents, officers, directors, attorneys and employees (collectively referred to hereinafter as "COUNTY") to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of COUNTY, except for COUNTY's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by COUNTY or others, except for COUNTY's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the COUNTY, any individual, company or agency in relation to transportation services to or from COUNTY facilities; and
4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or COUNTY rule, regulation or restriction.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the COUNTY from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the COUNTY for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to COUNTY's grant of a limited and permissive right of entry.

The foregoing is agreed to this _____ day of _____, 2021:

PRINTED NAME _____ COMPANY NAME _____ PHONE NUMBER _____

EMAIL _____

SIGNATURE _____

YUBA COUNTY STANDARD TERMS AND CONDITIONS – SOLICITATIONS

The following general terms and conditions are to be incorporated into and will become a part of this contractual agreement ("Solicitation") between Bidder/Vendor/Contractor, ("Bidder") and Yuba County ("County").

1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Bidder and County. Any other terms and conditions must be agreed to by the County in writing. Upon submittal of this proposal, the Bidder agrees to abide by these Terms and Conditions. This Solicitation is binding on the heirs, successors, assigns, and representatives of the Bidder.
2. **Acceptance.** Acceptance of Solicitation Bid implies the acceptance of all Terms and Conditions contained herein, and all specifications, drawings, and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The County may reject any or all bids and may waive any immaterial deviation in a bid. The County's waiver of immaterial deviation shall in no way modify the Bid document or excuse the proposer from full compliance with all requirements if awarded the agreement. Bidder should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and all specifications. No oral understanding or agreement shall be binding on either party.
3. **Modifications and Amendments.** If it is determined amendments to the Solicitation are necessary, addenda shall be issued and sent to all bidders. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline as set forth in the Bid Process Dates. Bid modifications offered in any other manner, oral or written, will not be considered. A bidder may withdraw its bid by submitting a written withdrawal request to the County, signed by the bidder or an authorized agent in accordance with the Department of Administrative Services. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline. More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
4. **Compliance with Law.** Bidder shall be subject to and comply with all Federal, State, County, and local regulations with respect to its performance and any disputes arising under this Bid, including but not limited to, licensing, employment, purchasing practices; wages, hours, and conditions of employment, and nondiscrimination; the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973. In addition, the applicable regulations of the Fair Employment and Housing Act Commission implementing Gov. Code §12990 (a)-(f), are incorporated into this contract by reference and made part hereof as if set forth in full (Cal. Code Regs, tit. 2., §7285.0 et seq.). Contractor and its subcontractor(s) shall give written notice of their obligations under this clause to labor organization s with which they have a collective bargaining or other agreement.
5. **Indemnification.** The Bidder agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Solicitation to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Bidder during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this Bid.
6. **Insurance.** Bidder shall provide proof of at least \$1,000,000 General Liability coverage, unless otherwise specified. Bidder's shall be required to provide a certificate of insurance naming County as additional insured before beginning work/services in amounts specified by County for the term of a Contract.
7. **Jurisdiction.** This Solicitation is made in the County of Yuba and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Bid shall be instituted and prosecuted in the courts of the County of Yuba, State of California.
8. **Endorsements.** Bidder shall not in its capacity as a Bidder with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County. Bidder shall not imply County's endorsement of Bidders products or name.
9. **Inspection.** Bidder's performance, place of business, and records pertaining to this Bid are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government. County of Yuba will verify compliance of business at www.SAM.gov.
10. **Records.** Bidder shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Bidder's regular business records and such additional records pertaining to this Bid as may be required by the County. County shall retain all documents pertaining to this Solicitation for three (3) years from the Solicitation ending date and for any further period that is required by law.
11. **Costs.** Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the County of Yuba.
12. **Contractors:** If Applicable, Bidder shall possess license(s) required in the bid at the time a Contract is awarded (PCC3300). Bidder shall provide a Payment Bond for public works projects, when project is in excess of \$25,000 (PCC3247). For public works projects greater than \$1000, the Bidder shall pay the general prevailing rate of per diem wages to all workers employed on Bided project as established by the California Department of Industrial Relations (PCC1770-1780). Bidder shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b)(3)).
13. **Assignment.** This order or any payment due hereunder is not assignable by Bidder without written approval of County.
14. **Confidential Bid Information.** No part of the Bid response is to be marked as 'confidential.' County may refuse to consider any bid response marked as such. County shall not be liable in any way for disclosure of any such records. All bid responses shall become the property of Yuba County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.) Each bid received, with the name of bidder, shall be recorded, and records will be open to public inspection after award of Contract.
15. **Activities on Premises and County Confidentiality.** Site-walks and pre-bid conferences are subject to a Confidentiality Agreement. Bidders will be required to accept and sign before execution of event. Bidder must meet all County facility safety and security guidelines. Bidder must maintain compliance with all Federal, State, and local confidentiality regulations. At no time shall Bidder's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any County information that they come across in the performance of this Bid.
16. **Time is of Essence.** All deadlines non-negotiable and are as set in Solicitation, unless otherwise adjusted in Addendum form. County reserves the right to reject bids that do not comply with any deadline.
17. **Conflicts of Interest.** Bidder, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Bid to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.
18. **Safety and Security Guidelines.** Supplier must meet all County facility safety and security guidelines including but not limited to background checks through the County Sheriff's Department at Supplier's expense.
19. **Cancellation.** County reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, supplier shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
20. **Loss Leader.** It is unlawful for any person engaged in doing business within the State of California to sell or use any article or product as a "loss leader" as defined by Section 17030 of the Business and Professions Code, pursuant to Public Contract Code Section 10302.
21. **Civil Rights Certification.** All person(s) or organization(s) submitting a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that the person(s) or organization(s) complies with Public Contract Code §2010 as it pertains to Unruh Civil Rights Act and California Fair Employment and Housing Act.
22. **Ethical Compliance.** In submitting a proposal or bid, Contractor, its employees, agents, representatives and sub-contractor(s) shall at all times maintain high ethical standards and avoid conflicts of interest in employees, officers, agents, and representatives shall comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs, or similar unethical practices, pursuant to Contractor Code of Business Ethics and Conduct §52.203-13. If any action arises during the term of agreement, County reserves the right to suspend or terminate contract without penalty.