



REQUEST FOR PROPOSAL

RFP 901679 - Yuba County Library Electronic Message Board Monument Design and Build

Notice to Prospective Proposers

July 20, 2022

You are invited to review and respond to this Request for Proposal (RFP), entitled 901679 – Yuba County Library Electronic Message Board Monument Design and Build. In submitting your proposal, you must comply with these instructions.

The following date(s) are tentative, and subject to change at any time, without notice:

Notice of intent to award	August 2022
Proposed Contract	September 2022

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 Community Development Services Agency (CDSA), Library 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, Administrative Analyst
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

- a. **Brief Project Description:** Yuba County is seeking proposals from qualified contractors to design and build a monument with electronic message board for the Yuba County Library, located at 303 2nd Street, in Marysville. 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” project, 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.
- b. **Objectives:** The Yuba County Library desires to replace the current signage on the corner of C & 3rd Streets; see Exhibit I for current signage. The current signage is facing directly at 3rd Street; County requests proposed signage to be slightly angled. New monument with message board should be appealing to the public, and display the Library hours of operation and available programs, at a minimum. Dimensions for the message board should be appropriate so the public can easily view it, but cannot obstruct visibility for traffic. Proposed message board shall be in compliance of all Yuba County and City of Marysville codes, regulations, and ordinances, as well as applicable state laws, statutes, regulations, etc.
- c. **Background:** The Yuba County Library was constructed in the 1970’s; brick structure with one story, and a mezzanine. Square footage for the facility is approximately 22,700. The Library staff has designed a phased-in approach to modernize and upgrade the current facility. In 2019, the exterior landscaping was refreshed with a xeriscape design for a more modern, open layout. Other efforts are currently in progress to renovate the interior design of the facility, for a more modern appearance and enhance foot traffic, visibility, and attractions. Exterior letters adhered to the building have recently been recoated in blue for a vibrant attraction. Ideal monument with message board will be designed to fit the culture of the Yuba County Library.
- d. **Qualifications:** Interested Contractors shall be properly licensed for construction and certified for design. Please see Section III.o., if Contractor intends to sub-contract for any part of this work. Interested Contractors must clearly delineate their experience in similar projects in the cover letter of the proposal, and highlight their capacity to complete the work within the construction schedule.
- e. **Construction Schedule:** Funding for this project has been budgeted for fiscal year 2022-2023; project to be completed no later than June 30, 2023. Desired installation is during the fall months, roughly September-November. Interested Contractors shall submit a construction schedule in the form of a Gantt chart or facsimile form, to reflect procurement lead-times and construction duration.

II. PROJECT REQUIREMENTS

- a. **Specifications and General Requirements:** The Yuba County Library is situated on the northeast corner of the 300 block of C street. This facility is located in Commercial Zone District C-3, according to the City of Marysville’s Zoning Map. Proposed monument with electronic message board shall adhere to the City of Marysville Municipal Code, Section 18.64, including placement, dimensions, and display specifications. Main entrance to the facility faces south, towards 2nd Street. Proposed signage shall be installed on the corner of C & 3rd Streets to

replace the current sign; behind the building. Contractor shall be responsible for salvaging the current signage; remit to Library for preservation.

Monument shall be constructed of appropriate material; concrete, marble or stone. County prefers least expensive material proposed. Style of the monument shall be modern; rectangular/box shaped, and designed to complement the interior and exterior of the facility. Maximum monument sign area no more than 100 square feet, per City of Marysville Municipal Code 18.64.080. Proposed monument with message board must withstand weather variations. Monument should be one-sided and angled to face directly at the Marysville Post Office, so it is visible to three directions of foot and vehicular traffic. The angle in Exhibit 1 reflects how the message board monument should directly face. Dimensions for the proposed location can be found in Exhibit 3 – Monument Area & Footings.

County is requesting Contractors to provide design of the monument itself, along with the footing(s), but must include the Yuba County Library logo, as shown in Exhibit 4. Design must reflect the color scheme of the Library and blend well with the current exterior letters on the north and south side of the facility. County requests monument to be colorful with a modern design.

b. Installation: Footing(s) must be a minimum of three feet (3') underground, with a width of eight (8) to twelve (12) inches. Footing(s) shall be the appropriate width, based on height, width, and weight of the proposed monument with electronic message board. Footing(s) specifications can be found in Exhibit 3 – Monument Area & Footings.

Electrical runs shall be trenched a minimum of eighteen (18) inches, below the freeze line. Message board monument power requirements shall not exceed 120-volt. Ideally, County is requesting the electrical run southwest, in a diagonal path directly under current landscaping and routed through the structure. This electrical run measures approximately twenty-three (23) feet exterior, and approximately two (2) feet interior. Contractors may propose alternate run directly west to tie into the current exterior lamp post; no measurements are known for this run.

Alterations to the current landscaping for construction will need to be returned to its current location at the end of construction. The current handicap signage will be moved by County prior to construction/installation. In addition, the landscaping rock in the middle of the proposed location will be moved by County. Current plants should not need to be disturbed. Landscaping pebbles can be moved by Contractor for installation, and returned to its current state during construction cleanup. Current landscaping in this proposed area can be seen on Exhibit 1 – Current Signage.

c. Insurance Requirements: Awarded Contractor shall hold and maintain insurance throughout the duration of the Agreement. Insurance requirements must meet County's standard requirements, which can be found in Attachment E of the standard professional services agreement in the link below:

<https://www.yuba.org/Yuba%20County/Administrative%20Services/Solicitations/Contract%20Template%202020.pdf>

d. Contract Requirements: The successful Contractor will be required to sign a professional service agreement (contract) with the County. County intends to utilize County-format with contract provisions provided in the link above.

e. Progress Payments: Payments will be made in two (2) installments; design and construction.

e.1. Design Phase – First payment will close out the design phase of the work and will be based on submission, review, and acceptance of design deliverables. All invoices must be sent either electronically to ssidhu@co.yuba.ca.us or sent postal mail to 915 8th Street, Suite 123, Marysville, CA 95901, to ensure timely payment. County lead-time for processing payment is approximately 2 weeks.

e.2. Construction Phase – Second payment will be made at close out of the construction phase. Actual construction completed and in place will form the basis for payment. Verification of completed work shall be initiated by the Contractor under the direction of a representative of the County, unless the County waives this requirement in a specific instance. The Contractor shall make the computations for payment based on the County's verification of work completed. All invoices for the construction phase must be sent either electronically to ssidhu@co.yuba.ca.us or sent postal mail to 915 8th Street, Suite 123, Marysville, CA 95901, to ensure timely payment. County lead-time for processing payment is approximately 30 days.

f. Project Schedule: Contractors shall provide County a tentative schedule in submitted proposals. Schedules can be in the form of bar charts, Gantt Charts, Program Evaluation Review Technique (PERT), or Critical Path Method (CPM), and should reflect procurement lead-times, if applicable, through construction. Schedule can be altered after award of the contract and updated as needed throughout the project. County must approve schedule changes and Contractor is solely responsible for all updates to the project schedule.

III. CONSTRUCTION REQUIREMENTS

a. General Project Requirements: The following are additional requirements for the construction phase of this project:

b. Schedule of Values. Contractor shall provide a schedule of values, with invoice for progress payment. If Contractor does not have a similar form, County can provide a Microsoft Excel template for use. Schedule of values should be detailed to include, but not limited to, all direct and indirect labor, materials, subcontractor payments (if applicable), and any other expenses for that period. If Contractor intends to sub-contract any part of this work, all sub-contractors must be the same as submitted in the RFP proposal and approved by County.

c. Construction Support. Construction site will be limited to the northeast corner of the property. If Contractor will need to block any part of the sidewalk during construction, Contractor will need to apply for an encroachment permit through the City of Marysville. Street parking is public; no guarantee of availability. Contractor may use the Library parking lot on the south end of the property for staging, if necessary.

- d. Submittals and Permits.** All submittals must be approved by the County, prior to project commencement. Contractor is solely responsible for remitting approved submittals to the City of Marysville City Hall, located at 526 C Street, in Marysville, to obtain permits for construction. All permits must be requested or obtained prior to the agreed upon project start date. Submittals for design shall be sent to the Yuba County representative for design approval, then sent to the City of Marysville for final approval.
- e. Construction Coordination.** Contractor to coordinate daily operations with the Yuba County Library Administrative Services Officer, or County designee, during construction and installation. County shall rely on the project schedule to anticipate daily construction tasks. It is the Contractor's responsibility to update and adjust schedule and provide new schedule to County. Supervision shall be coordinated between County and Contractor, during contract negotiations prior to final award.
- f. Quality Control.** The quality of work shall be the sole responsibility of the Contractor. All materials and equipment used shall be inspected prior to installation. Defective and damaged materials and equipment shall not be used. All equipment used for installation 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 work. Contractor is solely responsible to provide personnel with the right tools, equipment, and materials necessary for work to be completed.
- g. Working Hour Restrictions.** Monument installation shall be performed during normal business hours. Business hours are defined as hours worked between 8:00 a.m. and 5:00 p.m., Monday through Friday. Performance of work shall follow all City of Marysville codes, ordinances, law, regulations, etc., with regard to noise, sidewalk closures (if applicable), and other disturbances. Contractor may elect to perform installation on Saturdays; however, County shall not pay any overtime, due to lack of project schedule.
- h. Access.** There are no restrictions to access the exterior installation area. However, should Contractor need to enter the Library facility, Library operating hours are Tuesday through Friday, 12 pm to 6 pm, and Saturday from 9 am to 1 pm. Interior work must be scheduled outside of operating hours, but can be scheduled Monday through Friday, 8:30 am to 5 pm. Contractor will be required to coordinate with Library staff for interior access.
- i. Existing Utilities.** There are standard 120-volt outlets for electrical connection throughout the interior of the facility. If Contractor requires 220-volt power, or higher, or will need electrical access for exterior installation, Contractor will need to supply their own generator to conduct work.
- j. Accident Prevention.** Contractor to follow all organizational requirements for workplace safety and proper use of tools and materials. Contractor shall comply with Cal-OSHA and other California laws and regulations to ensure accident prevention. Contractor to submit an accident prevention program to county, if requested. Any accidents, including but not limited to, injury to Contractor's personnel, occupational, disease, or property damage must be reported to the Facilities Manager or Supervisor. Contractor to ensure quality assurance, that all employees on construction site are physically qualified to perform their assigned duties in a safe manner.

Do not allow employees to work if their abilities are impaired. Operators of all equipment shall be able to understand signs, signals, and operating instructions, and be capable of operating such equipment.

k. Operations and Maintenance (O&M) and Warranty: Contractor shall remit O&M manual to county for the monument sign with electronic message board. If there is specific maintenance, or software updates Contractor recommends that County perform, Contractor must remit recommendation to County in writing, for reference. Contractor shall furnish a minimum of one (1) year workmanship warranty at completion. Contractor shall also provide County with any additional warranty documents from the manufacturer, if applicable.

l. Training: Prior to project closeout, Contractor will need to provide Library staff with training on how to use the electronic message board and display. Training to include but not limited to proper use, software maintenance, uploads, display adjustments, and troubleshooting. County prefers proposed software to be cloud-based. If in the event proposed software is server-based, Contractor will need to coordinate with County Information Technology Department for connectivity requirements.

m. Cleaning: Before scheduling the final inspection, Contractor must remove all tools, equipment, surplus materials, and debris. Restore or refinish surfaces that are damaged due to work of this contract to original condition. Thoroughly clean construction area of dust, residue, stains, foreign materials, and labels from materials, equipment, or supplies. Pick up and remove all construction debris from this site. This include replacement of landscaping pebbles. At time of final inspection, monument sign with electronic message board shall be thoroughly clean and ready for use.

n. Final Inspection: Contractor shall submit written certification that project is substantially complete and request a final inspection in writing to County Library and/or Community Development Services Agency representative or designee. Contractor shall coordinate with County personnel to schedule final inspection and signoff on the project.

o. Subcontractors. If Contractor intends to use any subcontractors, an exhaustive list of all subcontractors, their licensing and insurance must be submitted in the RFP proposal package. The County must approve all subcontractors, prior to commencement of work. The list of subcontractors remitted prior to construction must match the list submitted in RFP proposal.

IV. 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. 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: _____

V. 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 12 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	July 20, 2022
Optional site walk	July 27, 2022; 9 a.m.
Requests for Information	July 29, 2022
RFIs Response	No later than August 3, 2022
Solicitation final submission	August 12, 2022; 4 p.m.

- a. Site Walk:** All contractors/vendors interested in submitting a proposal may consider attending the optional site walk. The site walk will begin at 303 2nd Street, in Marysville, at the entrance to the Yuba County Library. All contractors/vendors must be prepared with a signed copy of the confidentiality agreement, and signed copy of the waiver and general release attached to this RFP.
- b. Request for Information (RFI):** All questions must be submitted, in writing, to Lee Ann Hennessy, Administrative Analyst 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 addendum shortly thereafter.
- c. 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. Vendor may also use the cost proposal below or facsimile form if the form provides more clarity and specifications of cost.
- d. 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 three (3) 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
901679

Yuba County Library Electronic Message Board Monument Design and Build

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 Responsibilities
 - County Responsibilities
 - Proposer Deliverables
 - Assumptions (if any)
 - Constraints (if any)
- Cost Proposal (*Separate Envelope*)
- Bid Compliance Forms (Attachment A)
- Project Schedule

COST PROPOSAL

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.

Design Phase:

Licensed/Certified Designer – Hourly Rate \$_____ per hour.

Additional regular, hourly rates not aforementioned:
_____. \$_____ per _____.
_____. \$_____ per _____.
_____. \$_____ per _____.

Design Materials: \$_____

Construction Phase:

Licensed Contractor – Hourly Rate \$_____ per hour.

Contractor Apprentice – Hourly Rate \$_____ per hour.

Travel (if applicable) – Hourly Rate \$_____ per hour.

Additional, hourly overtime rates not aforementioned:
_____. \$_____ per _____.
_____. \$_____ per _____.
_____. \$_____ per _____.
_____. \$_____ per _____.

TOTAL PROJECT COST: \$_____.

VI. Evaluation Criteria

a. Evaluation Team: 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

b. Weighted 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.

c. Award and Protest: 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 actual or prospective bidder, offeror, or contractor wishes to file a protest, may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days from the day the bid tabulation and notice of intent to award are distributed. All protests must be sent by certified or registered mail.

VII. Small Business Preference and DVBE

Small Businesses and DVBE welcome to apply.

VIII. 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

IX. Terms and Conditions

Please see the page 24 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.

X. 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)

**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 _____, 2022:

PRINTED NAME _____ **COMPANY NAME** _____

PHONE NUMBER _____ **EMAIL** _____

SIGNATURE _____

**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:

Joseph Oates, County Information Technology Operations Manager
Phone: (530) 749-5626
E-Mail: joates@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)

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 Fire 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 organizations 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 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 any time, 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.

EXHIBIT 1 - Current Library Signage

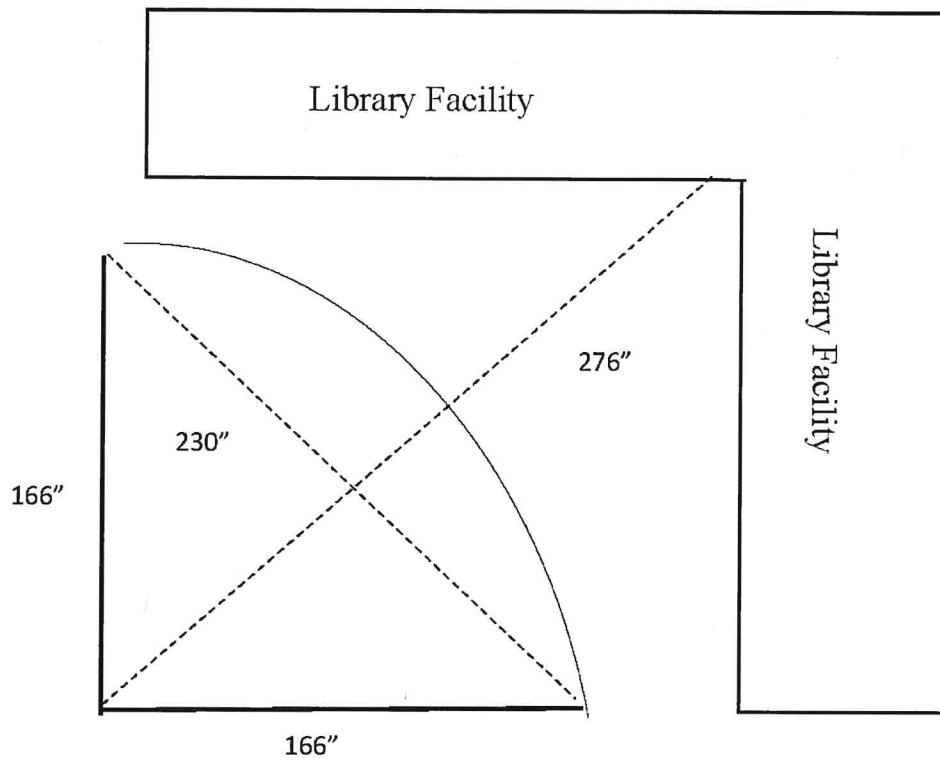


EXHIBIT 2 - LIBRARY UTILITY RUN



EXHIBIT 3 – MONUMENT AREA & FOOTINGS

MONUMENT AREA



FOOTINGS

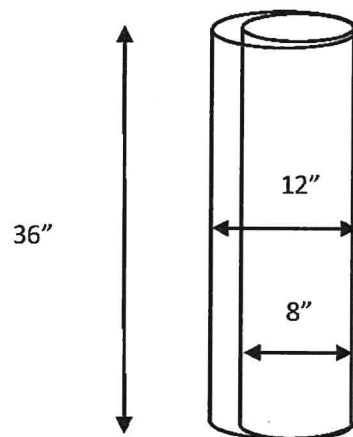


EXHIBIT 4 – LIBRARY LOGO

