

Administrative Services

915 8th Street, Suite 119, Marysville CA 95901



REQUEST FOR PROPOSAL

RFP – 901926 Surveillance Upgrades for Plumas Lake Elementary School District

Notice to Prospective Proposers

May 15, 2024

You are invited to review and respond to this Request for Proposal (RFP) – Surveillance Upgrades for Plumas Lake Elementary School District. 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 June 2024

Proposed Contract July 2024

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 Sheriff's Department and Plumas Lake Elementary School District, 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:

Bradley Bird, Administrative Analyst
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
(530) 749-7880
administrativeservices@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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1. PROJECT INTRODUCTION

- a. Yuba County is looking for professional services from a qualified contractor to procure and install fifteen (15) surveillance cameras to replace current equipment as well as install new equipment at three (3) Plumas Lake Elementary School District (PLESD) campuses located in Plumas Lake, California. Licenses need to be included, PLESD is requesting block licenses. 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. **Background:** All of the cameras on the campuses were funded through PLESD’s general fund and the district could only provide cameras to monitor the most high priority areas. The servers that house the cameras were pieced together and were intended to be a temporary solution. In order to add more cameras two of the three servers need to be updated. Those servers are at Rio Del Oro and Cobblestone Elementary Schools and the district technology department will purchase and install those servers separately. Due to the growth of the schools, the number of high priority areas has increased as student travel has increased throughout the campus.
- c. **As-Builts/Drawings:** Drawings, as-builts, and specifications can be made available by request. Any interested Contractors must remit a signed Confidentiality Agreement to Bradley Bird at bbird@co.yuba.ca.us. Contractors may add notes on their prints during the optional site walk.
- d. **Qualifications:** Interested Contractors must possess a current General Engineering – A, General Building – B, as issued by the California State Licensing Board (CLSB), and/or C-10 Electrical and C-7 Low Voltage Systems. Please see section III, u, if Contractor intends to sub-contract for any part of this project. In addition, Contractor must be registered with the California Department of Industrial Relations (DIR). 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. **Objectives:** PLESD reserves the right to add additional cameras to the interior and exterior of the buildings, via addendum, due to unforeseen circumstance if necessary. The main objective of this project is replace/install fifteen (15) cameras throughout the three (3) campuses in order to improve the safety and security of the campuses for students and staff. Cameras must be integrated with the current system. (Axis)
- f. **Construction Schedule:** The County and PLESD are looking to have the project completed before the end of July of this year for the performance period of the grant that is being utilized. All installation shall be scheduled and approved by PLESD.

2. PROJECT REQUIREMENTS

a. Specifications and General Requirements: PLESD is requesting additional cameras that will be new installs which will also require cable to be run. Tables 1 - 3 specify what is needed at each location. PLESD is also requesting one camera at Rio Del Oro be removed and relocated as outlined in table 3. If a Contractor recommends a different brand/model, contractors may propose such recommendation, in addition to the requested cameras, and mark the proposal as "Contractor's Alternate." There are three (3) campuses where cameras shall be installed. Areas will be identified in the optional site walk; however, specifications for the locations are as follows:

Table 1: Riverside Meadows Intermediate School

Camera	Quantity	Location	Cable and Hardware	Set up and software installation Provide and install 5 new axis camera licenses for each new camera. Add all cameras to the Server and configure the site to admin requests.
Axis P3738-PLV 4x 4K Multidirectional 360° Camera with IR	4	-Small Playground facing bus pick up -G pod facing corridor leading toward art room -D pod covering corridor leading to E pod -Parking lot light pole overlooking bike rack area	Provide and install new Cat6 cabling to each new specified camera location. Mounts are Axis 30W midspan. > IEEE 802.3af and IEEE 802.3at > 10/100/1000 Mbps > 100 to 240 V AC > Plug-and-play	
Axis P4707-PLVE 2*5MP Multidirectional Network Dome Camera	1		Provide and install 1 P2P setup and all associated hardware for light pole camera. Provide and install parapet mount and all associated hardware for camera 4.	

Table 2: Cobblestone Elementary School

Camera	Quantity	Location	Cable and Hardware	Set up and software installation Provide and install 6 new axis camera licenses for each new camera. Add all cameras to the Server and configure the site to admin requests.
Axis P3738-PLLE 4x 4K Multidirectional 360° Camera with IR	4	-Facing grass area mounted outside of room 6 -Back side of library building facing corridor -Inside breezeway entering upper grade pod and restroom area -Side of new portables facing upper grade hallway	Provide and install new Cat6 cabling to each new specified camera location. Mounts are Axis 30W midspan. > IEEE 802.3af and IEEE 802.3at > 10/100/1000 Mbps > 100 to 240 V AC > Plug-and-play	
Axis P4707-PLVE 2*5MP Multidirectional Network Dome Camera	2	-Light pole facing grass area near gym -Light pole on far side of play structure	Provide and install 2 P2P setup and all associated hardware for light pole cameras Provide and install 2 parapet mounts and all associated hardware for camera 4.	

Table 3: Rio Del Oro Elementary School

Camera	Quantity	Location	Cable and Hardware	Set up and software installation. Provide and install 4 new Axis camera licenses for each new camera. Add all cameras to the Server and configure the site to admin requests.
Axis P3738-PLLE 4x 4K Multidirectional 360° Camera with IR	1	-Corner of new portables near room 29	Provide and install new Cat6 cabling to each new specified camera location. Mounts are Axis 30W midspan. > IEEE 802.3af and IEEE 802.3at > 10/100/1000 Mbps > 100 to 240 V AC > Plug-and-play Provide and install parapet mount and all associated hardware	

Axis P4707-PLVE 2*5MP Multidirectional Network Dome Camera	1	-Side of gym facing quad area		
Axis P3268-LVE 8MP Network Dome Camera With IR	1	-Portable P! Facing bike rack area		
Relocate existing 360 camera to specified location.	1	-Corner of room 23 relocated to corner of room 7	Provide and install parapet mount and all associated hardware	

b. 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>

c. Contract Requirements: The successful Contractor will be required to sign a professional services agreement (contract) with the County. County intends to incorporate the contract provisions provided in the link above, in Attachment C – Additional Provisions, and Attachment D – General Provisions.

d. Invoicing and Payments: Payments will be based on submission, review, and acceptance of deliverables. Contractor may propose lump-sum payment and subsequent invoice, or propose in the form of a schedule of values. Submitted cost proposal shall reflect anticipated invoicing and payments. Invoices can be sent via postal mail to 720 Yuba Street, Marysville, CA 95901, to the attention of Finance Manager/Administrative Services Manager. Electronic submission of invoice(s) may be considered upon award of contract.

e. Meetings and Reports: Upon award, County shall coordinate meeting(s) to discuss project details, including but not limited to review and emphasize County's needs and objectives, project schedule, modifications (if applicable), areas for mobilization, access requirements, confirm organizational and communication charts, finalize sub-contractors (if applicable), procurement, payments/invoicing, lines of authority, parking, labor standards, and rules and regulations on PLESD premises. The following representatives from PLESD for this project are as follows:

Jason Hofhenke

jhofhenke@plusd.org

f. Project Schedule: For the submission of the proposal package, proposed schedule should reflect the construction schedule on page 3, delineating the expected design and construction phase timeline. Further adjustments and details can be made upon award of contract.

The Contractor shall provide one hard copy and one electronic copy of the project schedule after award and before the pre-construction meeting. The schedule shall include detailed procurement lead-times, review periods as well as a summary construction schedule with important milestones included for all phases.

Fully develop the construction portion of the schedule and submit to the County before any construction begins. The project schedule shall be updated on a monthly/bi-weekly basis to reflect any adjustments, throughout the entire contract period and until project substantial completion.

The purpose of the project schedule is to ensure adequate planning, coordination, schedule, and reporting during execution of design and construction activities of the Contractor. The project schedule will assist the Contractor and the County in monitoring the progress of the work, evaluating proposed changes, and processing the Contractor's payment requests.

The project schedule shall cover the entire contract period. The late finish date of the project schedule shall be the same date as the established completion date of the contract, or sooner.

The Contractor shall use the Critical Path Method (CPM) with limited use of lead or lag durations between schedule activities. The Contractor project schedule shall consist of procurement activities (including mobilization, submittal, and delivery of key and long-lead procurement items) and construction activities.

In developing the project schedule, the Contractor shall be responsible for ensuring that any subcontractor work at all tiers, as well as its own work, is included in the project schedule. The project schedule, as developed, shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for ensuring all work sequences are logical and the project schedule shows a coordinated work plan.

Proposed durations assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity. Resource loading of each activity shall list all personnel by labor category and equipment type and capacity proposed to complete the activity in the duration shown. Include additional requirements and constraints.

g. Personnel: Interested Contractors shall provide names of all personnel that will be assigned to this project. Resumes are not necessary; however, a brief description of their qualifications/experience is required. All personnel shall be required to pass a background check through Yuba County prior to performance of work. Instructions for live scans will be provided to the awarded Contractor during the project kickoff meeting.

3. CONSTRUCTION REQUIREMENTS

- a. General Project Requirements:** The following specifications are in addition to the aforementioned Project Requirements:
- b. Schedule of Values.** Contractor shall provide a schedule of values, as defined in Section II.d., with invoice for progress payment, if such method is selected. 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 elects to bid 'lump sum,' Contractor is responsible for remitting one-invoice reflecting the lump-sum amount.
- c. Construction Support.** Construction site will be throughout PLESD campuses. Since installation needs to be performed after school hours, sufficient parking will be available.
- d. Equipment.** It is the sole responsibility of the Contractor to provide personnel all tools, equipment, supplies, materials, etc., for this project. 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 work. No tools, equipment, materials, supplies, etc., shall be left unattended and shall be secured in a lockable storage container.
- e. Submittals and Permits.** No submittals or permits are required for this project. However, if Contractor must, or intends to, block any portions of the sidewalk surrounding the facility, it is the sole responsibility of the Contractor to contact the City of Marysville and obtain an Encroachment Permit.
- f. Bonds:** In proposal submission, Contractor must provide proof of ability to provide a performance bond and payment bond, pursuant to CIV §9550 and PCC §10221 respectively, in the amount of one hundred percent (100%) of total project cost. Prior to award of the contract, the Contractor must submit the performance and payment bonds, in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer, pursuant to CIV §9554 and PCC §10221 respectively.
- g. Prevailing Wage and Certified Payroll:** Prior to project commencement, County will create a DIR Project with the California Department of Industrial Relations for Contractor to report all wages for the project. In addition, Contractor shall remit electronic copiers of certified payroll to Yuba County Administrative Services, to Bradley Bird at bbird@co.yuba.ca.us.
- h. Daily Operations:** Contractor to coordinate daily operations with the PLESD Director of student services. PLESD 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 the PLESD representative.

i. Quality Control. The quality of work shall be the 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 must meet all surveillance requirements.

j. Working Hour Restrictions. Since the job sites will be on school campuses, contractor will be required to schedule work after school lets out in order to not disrupt the students during class time. School hours are defined as 7:30 a.m. and 3:30 p.m., Monday through Friday. Contractor may also need to coordinate with PLESD in order to not disturb any after school activities/events. Testing and less disruptive work can be done during school hours. In proposal submission, Contractor will need to provide a project schedule, Gantt chart or facsimile form, to reflect anticipated working hours. PLESD will not approve overtime costs to the awarded Contractor, due to lack of detailed schedule. Surveillance testing and other quieter work can be planned for normal business hours. All construction will be coordinated with the PLESD Director of Student Services.

k. Access. PLESD shall provide access to all areas at the campuses needed for camera replacement/addition at their campuses.

l. Existing Utilities. There are standard 120-volt outlets for electrical connection throughout the facility. If Contractor requires 220-volt power, or higher, Contractor will need to supply their own generator to conduct work.

m. Hauling Materials. Contractor to comply with all legal and local load restrictions in the hauling of materials. All materials shall be taken to a Recology facility within Yuba County, at Levee Road or Ostrom Road. Contractor to coordinate with Recology for all debris and materials disposal location, and any requests for temporary dumpster at the construction site, if needed.

o. 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 PLESD designee. 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.

p. Testing and Inspection Checklist: Once cameras are installed, Contractor will be required to perform and monitor testing of all cameras installed, and provide PLESD with documentation of all results, if requested. In addition, Contractor will be required to provide an

inspection checklist that includes, but not limited to, general installation, such as casing, physical appearance, electrical, controls, coverage areas, video quality, etc.

q. Operations and Maintenance (O&M): Contractor shall remit O&M manual to PLESD for all cameras. If there is specific work Contractor recommends that County perform for routine maintenance, Contractor must remit recommendation to PLESD in writing, for reference.

r. 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. At time of final inspection, project shall be thoroughly clean and ready for use.

s. Substantial Completion and Final Inspection. Submit written certification that project is substantially complete and request a final inspection in writing to PLESD. PLESD designee and/or Yuba County Sheriffs Personnel will perform the inspection and successful completion of the project, and PLESD will issue a Notice of Completion, if applicable.

t. 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.

u. Guarantee: when applicable, Contractor shall furnish one-year workmanship warranty and materials, beginning at project closeout. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor (if applicable), material supplier and equipment manufacture general warranties.

4. 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 references from recent, similar projects, to include email, phone number, location, project size, estimated cost, and project start and completion dates.
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		
Email 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.
SAM.gov UEI:		DIR 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: _____

5. Responsive Criteria

The following pages shall describe how proposer will demonstrate compliance of a responsive proposer. Responsive proposer will use the checklist provided 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	May 15, 2024
Mandatory site walk	May 23, 2024; 9:00 a.m.
Requests for Information	May 31, 2024
RFIs Response	June 6, 2024
Solicitation final submission	June 12, 2024; 4:00 p.m.

a. Site Walk: All contractors/vendors interested in submitting a proposal must attend the mandatory site walk. The site walk will begin at Riverside Meadows Intermediate School, located at 1751 Cimarron Drive, Plumas Lake CA, outside the Front Office. All contractors/vendors must be prepared with a signed copy of the confidentiality agreement and signed copy of the waiver and general release; both attached to this RFP.

b. Request for Information (RFI): All questions must be submitted, in writing, to Bradley Bird, 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 mandatory 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. Schedule of values can be found on page 16. Vendor may also use 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:

County Clerk/Recorder, Purchasing Agent

915 8th Street, Suite 107

Marysville, CA 95901

901926

Surveillance Upgrades for Plumas Lake Elementary School District

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)
- Project Schedule
- List of Personnel Assigned to Project
- Cost Proposal (*Separate Envelope*)
- Bid Compliance Forms (Attachment A)

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 pages below, or facsimile form.

Riverside Meadows Intermediate School

Materials \$ _____

Cameras \$ _____

Conduit/CAT 6 \$ _____

Additional materials: \$ _____

Riverside Meadows TOTAL: \$ _____**Cobblestone Elementary School**

Materials \$ _____

Cameras \$ _____

Conduit/CAT 6 \$ _____

Additional materials: \$ _____

Cobblestone Elementary TOTAL: \$ _____**Rio Del Oro Elementary School**

Materials \$ _____

Cameras \$ _____

Conduit/CAT 6 \$ _____

Additional materials: \$ _____

Rio Del Oro Elementary TOTAL \$ _____**GRAND TOTAL:** \$ _____

6. 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.

7. Small Business Preference and DVBE

Small Businesses and DVBE welcome to apply.

8. 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

9. Terms and Conditions

Please see page 27 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.

10. 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 _____, 2024:

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 Security Officer
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

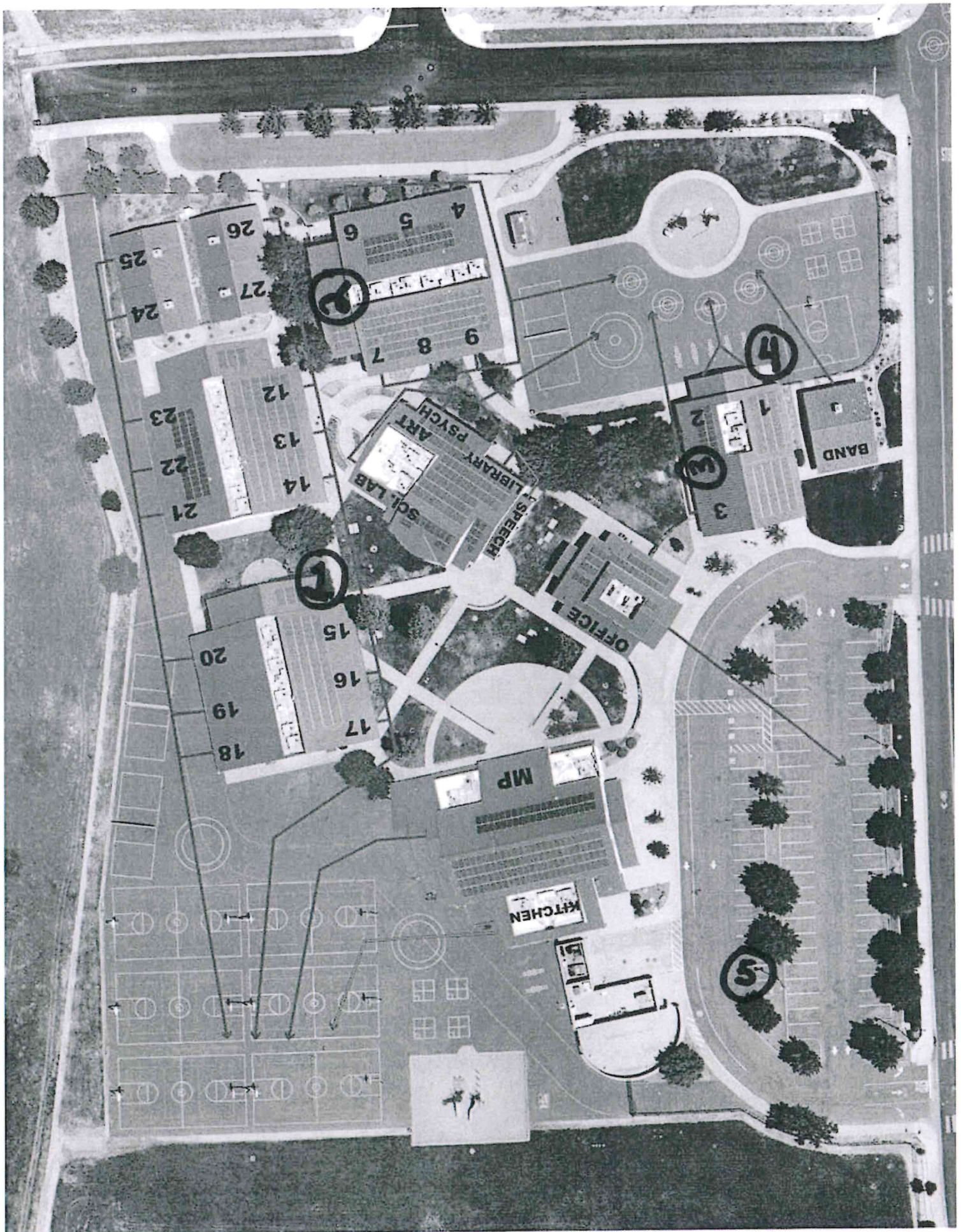
(Signature)

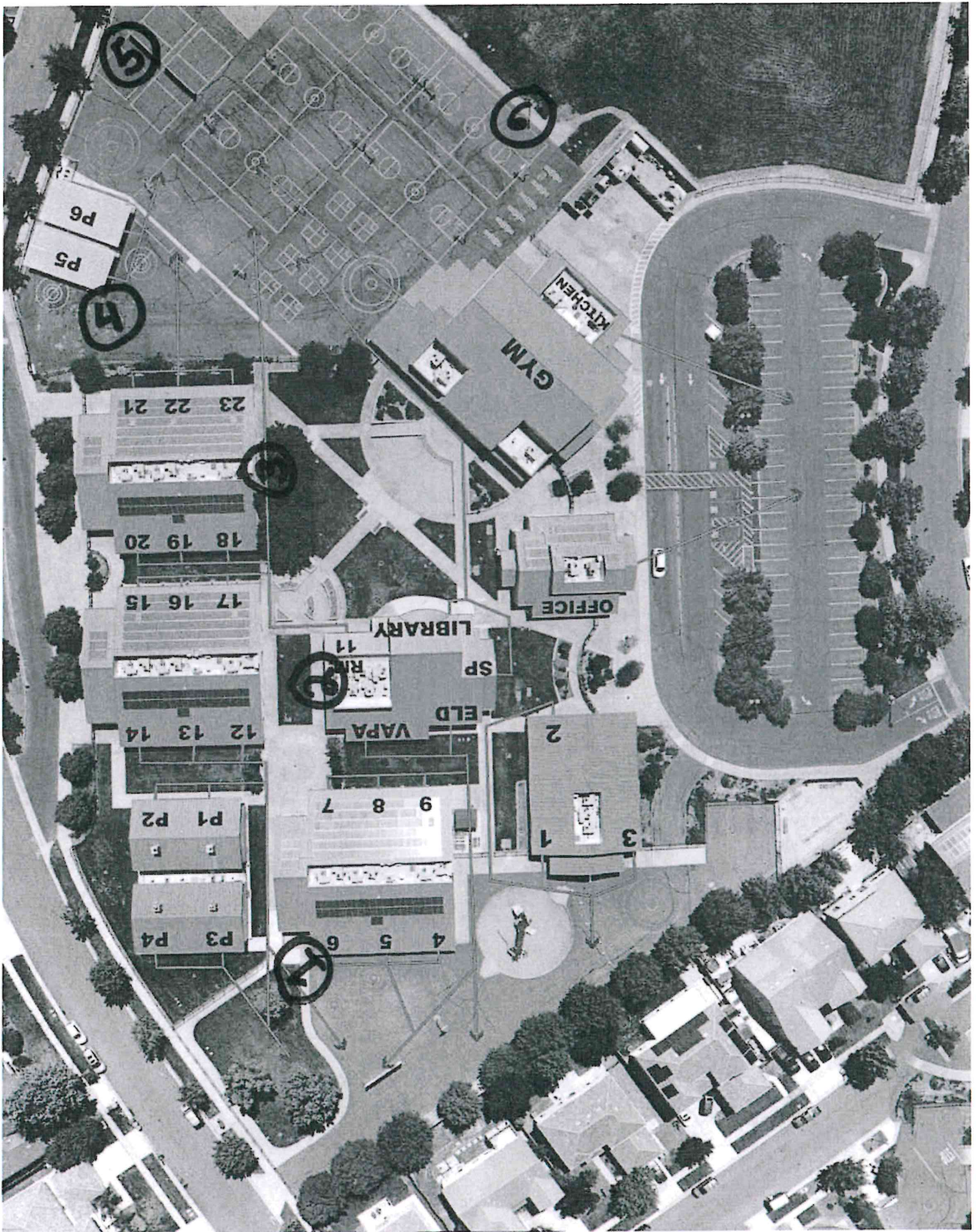
(Print Name and Title)

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").

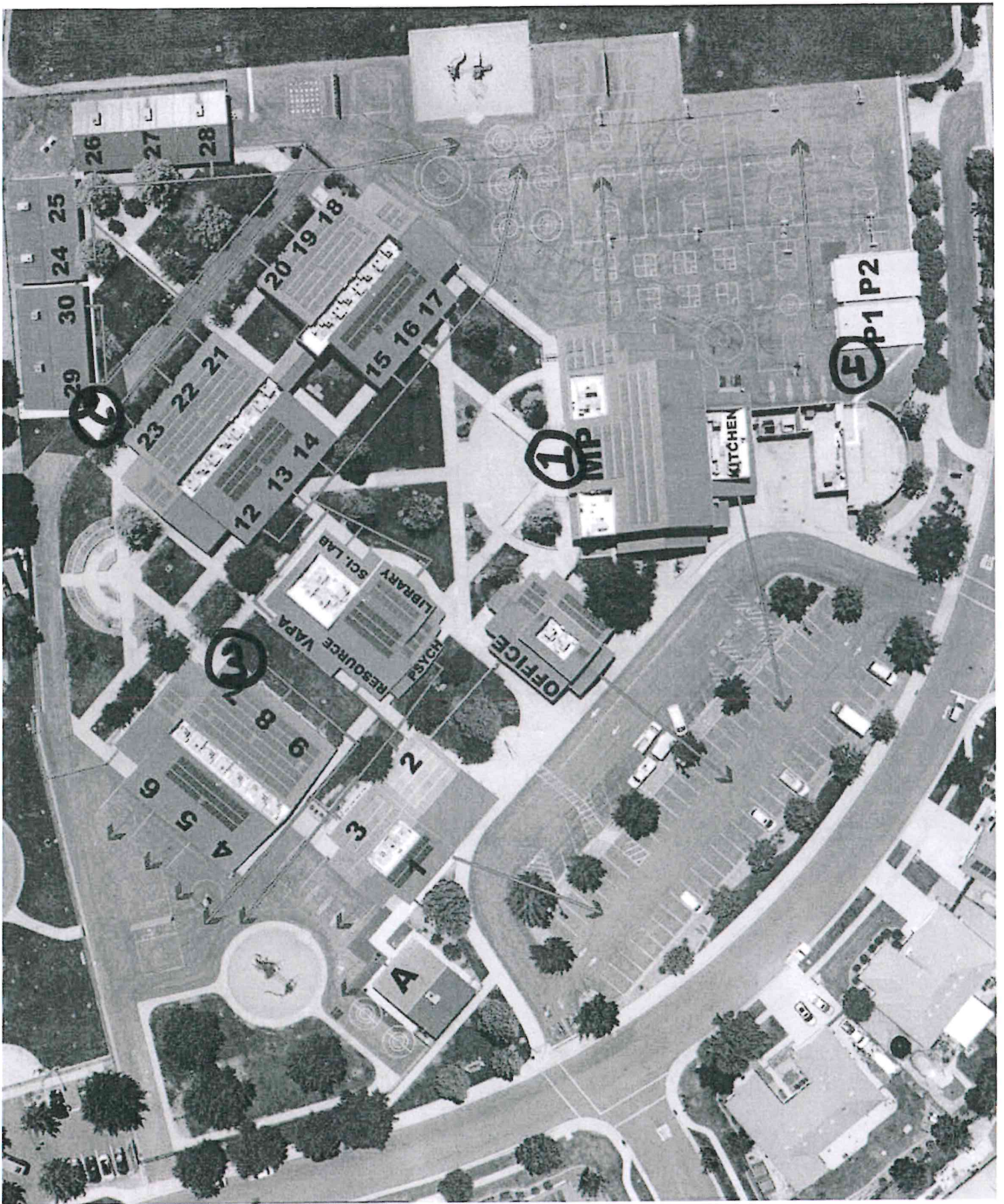
1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Bidder and County. Any other terms and conditions must be agreed to by the County in writing. Upon submittal of this proposal, the Bidder agrees to abide by these Terms and Conditions. This Solicitation 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 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 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.





Cobble

Exhibit 1



Rio

Exhibit 1