REQUEST FOR PROPOSAL

Yuba County Uninterruptable Power Supply Preventative Maintenance - 901456

Notice to Prospective Proposers

July 31, 2020

You are invited to review and respond to this Request for Proposal (RFP), entitled Yuba County UPS Battery Maintenance Services – 901456. In submitting your proposal, you must comply with these instructions.

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

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

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

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

Lee Ann Hennessy, Buyer
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
(530) 749-7889
lhennessy@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, Contract Administrator
Director of Administrative Services
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A) Scope of Work

**Brief Project Description:** Yuba County is looking for professional services for uninterruptable power supply unit (UPS) system and battery maintenance services at four (4) Yuba County locations. The County is looking to award a 3-year contract.

**Objectives:** These UPS units provide continuous power to mission critical and life/safety equipment such as phone system, data services, and egress lighting. Historically, the County has needed this preventative maintenance completed annually. Contractor shall provide minor and major preventative maintenance services annually and semi-annually, as described below, at the County’s four (4) locations as itemized below, and as needed, diagnose UPS issues and perform any necessary repairs, according to the specifications described herein. Contractor shall further provide diagnostic and repair services if needed and requested by the County. Ideally, County prefers response time to emergency services within 24 hours of the request, and 48 hours for repair services. Contractor shall replace batteries at recommended intervals for additional charge.

The following table reflects the current model and location of the UPS batteries:

<table>
<thead>
<tr>
<th>Model</th>
<th>Location</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>POWERWARE 9170</td>
<td>Courthouse Basement</td>
<td>Last serviced: 8/2019 Unknown age 6 power mods 18 kVa 12 batteries, model # ASY 0529 With extended run tower</td>
</tr>
<tr>
<td>Serial #: C661N018KL022371 18kVa</td>
<td>215 5th Street, Marysville</td>
<td></td>
</tr>
<tr>
<td>POWERWARE 9170</td>
<td>Courthouse Basement</td>
<td>Last serviced: 8/2019 Unknown age 5 power mods 15 kVa 14 batteries, model # ASY 0529</td>
</tr>
<tr>
<td>Serial #: EY125T0005 18kVa</td>
<td>215 5th Street, Marysville</td>
<td></td>
</tr>
<tr>
<td>APC SYMETRA LX 16 KvA</td>
<td>Courthouse, 2nd Floor</td>
<td>Placed in service: 1/2011 Last serviced: 8/2019 4 Power Mods+1R, 16 kVa 9 batteries; model SyBTS Extended run Batt Cabinet, 9 batteries With extended run tower</td>
</tr>
<tr>
<td>Serial #: SYA16K16PXR</td>
<td>215 5th Street, Marysville</td>
<td></td>
</tr>
<tr>
<td>POWERWARE 9170</td>
<td>Courthouse, 3rd Floor</td>
<td>Placed in service: 7/2010 Last serviced: 8/2019 6 power mods 18kVa 12 batteries, model ASY 0529</td>
</tr>
<tr>
<td>Serial#: BC431T0006 18kVa</td>
<td>215 5th Street, Marysville</td>
<td></td>
</tr>
<tr>
<td>Serial #: 37-2988</td>
<td>915 8th Street, Marysville</td>
<td></td>
</tr>
<tr>
<td>Symmetra PX 40KVA</td>
<td>Sheriff’s Facility</td>
<td>Placed in service: 7/2010 Last serviced: 8/2019</td>
</tr>
<tr>
<td>Serial #: PD1603150032</td>
<td>720 Yuba Street, Marysville</td>
<td></td>
</tr>
</tbody>
</table>
Contractor Responsibilities:

- Contractor must possess a C-10 Electrical California State Licensing, issued by the California State Licensing Board.
- Provide on-site 24/7 services.
- Provide battery replacement coverage
- If feasible, provide next-day delivery for units, parts and/or replacement batteries.
- Provide help desk support to answer over-the-phone questions.
- Provide annual and semi-annual preventative maintenance services.
- Provide an exhaustive report of all testing and findings.

Contractor Deliverables:

For the **POWERWARES, SYMETRA LX, AND EMERSON**:

Annual (Major) Inspection – in addition to aforementioned deliverables

- Obtain County authorization to transfer system to bypass.
- Transfer system to bypass and secure critical load.
- Utilize external maintenance bypass systems, if present.
- Inspect inverter and rectifier snubber circuits, gate drives, and discrete components for discoloration or damage.
- Inspect all power connections, breakers, contractors, transformers, and subassemblies for discoloration or damage.
- Inspect all AC and DC capacitors for leakage/bulging.
- Record date codes, part numbers, and quantities.
- Inspect all fans and record date code, part numbers, and quantities.
- Clean and vacuum interior and exterior of system.
- Measure, record and calibrate power supplies where possible.
- Verify and calibrate system alignments to factory specifications, where possible.

For the **SYMETRA PX AND GALAXY 400**:

Semi-Annual Service (Minor) Inspection

- Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
- Check for proper clearance around the unit
- Perform temperature checks on all breakers, connections, and associated controls. Report all high temperature areas
- Check air filters for cleanliness; clean or replace
- Check module(s) for the following, as applicable:
- Rectifier and inverter snubber circuit board discoloration
• Power capacitors for swelling or leakage
• Capacitor vent caps extruded more than 1/8"
• Fans for proper operation
• Lubricate and check bearings for abnormal condition, as applicable, where possible
• Record all meter readings and calibrate as necessary, where possible
• Measure and record phase-to-phase input, output, bypass and battery voltages and currents, where possible
• Review alarm log/history for any irregular activity, where possible
• Verify remote status panel operation, as applicable
• Measure and record harmonic trap filter currents, where possible
• Review system performance with customer to address any questions and to schedule any repairs
• Implement manufacturer field change notices, as possible
• Perform functional system test upon customer approval
• Provide inspection report, with recommendations, to Customer within 7 to 10 business days

Annual Service (major) Inspection – in addition to aforementioned deliverables
• Check the inverter and rectifier snubbers for discoloration or damaged wiring
• Check all contacts to ensure secure connections
• Verify all connections show no signs of discoloration
• Check fuses on the DC capacitor deck for continuity, as applicable
• Clean interior and exterior of unit
• With customer approval, perform operational test of the system including unit transfer and battery discharge
• Measure and calibrate, as necessary, where possible, all electronics to system specifications
• Measure and record all low-voltage power supply levels

For Battery Maintenance:

Battery maintenance of battery equipment includes those tasks set forth below based on IEE 1188. Due to the size and type of battery, testing and work procedures may vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS and battery type and may be limited by safety requirements.

Service (Minor) Inspection
• Safety Inspections
• Warning/hazard labels in place
• Operational information and placards.
• Terminal covers, if applicable.
• Spill containment, if applicable.
• Measure and record the following:
  o Ambient room temperature
o DC voltage and current for each string
o AC voltage and current for each string
o DC voltage of each cell/jar
o AC voltage of each cell/jar
• Inspect jar, cover, and rack/cabinet for signs of leakage; clean as necessary
• Inspect terminal posts, connectors, and cables for corrosion; clean as necessary
• Inspect general appearance and cleanliness of battery room; clean as necessary

County Responsibilities:

County personnel shall:

• Coordinate with contractor to schedule maintenance and provide access to all areas applicable for services.
• Provide any previous reports and findings if applicable.
B) Responsibility Criteria

The following submittals will demonstrate the integrity of the responsible proposer. All proposal submissions noted below are to be completed in their entirety, in the order stated below, and proceed the Responsive Criteria in the Proposal Package.

Responsibility criteria shall be on a pass/fail basis.

1. 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.

2. Contract must provide letters of reference from a minimum of three (3) sources.

3. All proposers also expected to provide proof of any License(s) and Insurance in Proposal Package.
C) 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 7 to meet all requirements of this RFP. All RFP deadlines, listed below, are final unless otherwise amended by Addendum.

<table>
<thead>
<tr>
<th>Milestone Event</th>
<th>Due Date/Time (PST)</th>
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<tbody>
<tr>
<td>Release of solicitation</td>
<td>July 30, 2020</td>
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<tr>
<td>Optional Site Walk</td>
<td>August 20, 2020; 10 a.m.</td>
</tr>
<tr>
<td>Clarification questions</td>
<td>September 4, 2020</td>
</tr>
<tr>
<td>Addendum with answered questions</td>
<td>September 8, 2020</td>
</tr>
<tr>
<td>Solicitation final submission</td>
<td>September 18, 2020; 4:30 p.m.</td>
</tr>
<tr>
<td>Notice of intent to award</td>
<td>September 2020</td>
</tr>
<tr>
<td>Proposed Contract</td>
<td>September 2020</td>
</tr>
</tbody>
</table>

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

COST PROPOSAL: Cost proposal must be itemized as fixed price and valid for sixty (60)-days after final submission date. Itemization to include but not limited to, direct materials, direct labor, payroll overhead, other direct costs, other expenses, total cost, profit/markup, and final proposed price. If pricing is subject to adjustment, or any other pertinent information must be disclosed, please provide detail in memorandum and attach to cost proposal. Schedule of values can be found on page 9. Vendor may also use facsimile form if the form provides more clarity and specifications of cost.

WORK SCHEDULE, PROJECT TIMELINE: Vendors shall include a work breakdown structure (WBS), timeline or Gantt chart, or other similar schedule to reflect estimated timeframe for work to be completed. Schedule should also include procurement lead times in addition to total number of days for project completion.
SUBMISSION OF PROPOSAL: Proposals should provide straightforward and detailed descriptions of the proposer’s ability to satisfy the requirements of this RFP. All proposals must be submitted under sealed cover and sent by the dates and times stated above. Cost Proposal shall be sealed in a separate envelope from Proposal Package. A minimum of four (4) copies of the proposal must be submitted in addition to the original. The original proposal must be marked, “ORIGINAL.” All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Please mark and send to the address below:

Administrative Services, Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901
901456
Yuba County UPS Maintenance Services
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
- Scope of Work and Recommendations
- Project Schedule
- Non-collusion Declaration
- Scope Statement, to include, but not limited to the following
  - Scope of Work
  - Proposer Deliverables
  - County Deliverables
  - Assumptions (if any)
  - Constraints (if any)
- Cost Proposal (*Separate Envelope*)
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.

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______________, ________.
COST PROPOSAL

Cost proposal shall be in the form of a schedule of values. Contractors can use the table below, or facsimile form.

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<thead>
<tr>
<th></th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td><strong>DIRECT LABOR</strong></td>
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<tr>
<td>Technicians/Labor</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td><strong>SUB-TOTAL DIRECT LABOR</strong></td>
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<tr>
<td><strong>ADDITIONAL FEES/CHARGES (if applicable)</strong></td>
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<tr>
<td><strong>CHARGES PER UNIT (if applicable)</strong></td>
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CONFIDENTIALITY AGREEMENT

COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

1. INTRODUCTION.

For the purposes of carrying out a contract with vendor for document and services (hereinafter “CONTRACTOR”), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR’s responsibilities for safeguarding this information.

2. DEFINITIONS.

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

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

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

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

3. BACKGROUND.

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

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

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

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

4. PROVISIONS.

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

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

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

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

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

4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

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

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

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

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

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

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

4.8 NOTIFICATION OF BREACH.

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

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

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

4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:
(a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual’s data);

(b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;

(c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;

(d) A description of the probable causes of the improper use or disclosure; and

(e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

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

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

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

4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR’s policies should articulate all safeguards in place for the COUNTY’s confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.
5. **ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

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

DATED: ____________


CONTRACTOR


(Signature)


(Print Name and Title)
WAIVER AND GENERAL RELEASE RE: VENDOR ACCESS TO COUNTY OF YUBA PROPERTIES

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

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of COUNTY, except for COUNTY’s active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;

2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by COUNTY or others, except for COUNTY’s active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;

3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the COUNTY, any individual, company or agency in relation to transportation services to or from COUNTY facilities; and

4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or COUNTY rule, regulation or restriction.

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

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

The foregoing is agreed to this _______ day of _________________________, 2020:

PRINTED NAME _________________________________ COMPANY NAME __________________________

PHONE NUMBER ___________________________________ EMAIL ______________________________

SIGNATURE  ___________________________________
D) Evaluation Criteria

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

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

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

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

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

E) Terms and Conditions

Please see the following page for all Terms and Conditions for Solicitations.

F) 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
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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 submission 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 the award is made. 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; 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.

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 Bidder's products or name.

9. Records. 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. Record 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 Bid 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. 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 the use of any information or ideas contained in submitted bid proposals. 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. Site-walks and pre-bid conferences are subject to a Confidentiality Agreement. Bidders shall be required to accept and sign before execution of contract. 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, this 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 make, any governmental decision by influencing any governmental decision in which he or she or knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.

18. Safety and Security Guidelines. Supplier must meet all County facility safety and security guidelines including but not limited to background checks through the County Sheriff’s Department at Supplier’s expense.

19. Cancellation. County reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, supplier shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.