



REQUEST FOR PROPOSAL

Broadband Program Environmental Impact Report –

2024-901907 Notice to Prospective Proposers

March 26, 2024

You are invited to review and respond to this Request for Proposal (RFP), entitled 2024-901907 – Broadband Program Environmental Impact Report. 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	April 19, 2024
Proposed Contract	May 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 Administrative Services, 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:

Ian Scott
Manager, Special Projects
915 8th Street, Suite 123
Marysville, CA 95901
(530) 749-5481
iscott@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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- A – Broadband Program Environmental Impact Report Sample Agreement
- B – Standard Terms and Conditions
- C – Drug Free Work Place Certification
- D – Non-Collusion Declaration
- E – Workers’ Compensation Certification
- F – Waiver of General Release Form
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Introduction: Yuba County seeking professional services from qualified firms, contractors, and individuals for the development of a Program Environmental Impact Report (EIR) to address the environmental effects of countywide broadband installation, including both underground and aerial fiber optic cable. The inclusion of deployment technologies such as wireless broadband telecommunications and/or microtrenching of fiber are desirable, but the inclusion of these items shall be as two individual line items separate and apart from the otherwise inclusive sealed bid. Interested firms should have extensive experience in conducting Program EIRs, with specific experience in those pertaining directly to broadband highly preferred, that adhere to all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. The Program EIR is intended to be a combined CEQA and NEPA document. The objective is to achieve compliance with the CEQA and the NEPA, such that entities can take advantage of current and future funding for broadband infrastructure provision, expected to be available through the Broadband Equity, Access, and Deployment programs, the California Emerging Technology Fund, the Tribal Broadband Connectivity Program, potential future Federal Funding Account application windows, and other Federal and State funding sources.

The County will be funding this project using a grant disbursement. Execution of the contract for the work solicited by this RFP will be contingent upon compliance with the conditions of the grant, which will require the assistance of the Contractor to comply with grant terms. All financial documents generated during this project will be subject to examination and audit by the State Auditor General for three years following final payment and project closeout. The Contractor will be required to submit the following quarterly documentation, with all submissions emailed to iscott@co.yuba.ca.us. Quarterly submission dates will be mutually agreed upon during the Project Initiation and Scoping phase.

- Brief progress narratives for all work/deliverables that is in progress
- Timekeeping depicting all days and times of project work for all contractor staff
- Any other project documents as may be requested to comply with grant terms

Background: A proposed Program EIR will provide a guiding document and process on the development of broadband in our county by reducing the process required for the deployment of Internet Service Provider (ISP) infrastructure. The Program EIR will study the impact to the environment caused by the installation of broadband, whether underground in buried conduits, or overhead on pole lines, within existing road or public utility easements throughout the county, and consider them within the framework of both CEQA and NEPA. It is anticipated that the presence of a quality Program EIR covering potential broadband infrastructure installation projects will put Yuba County in the position to have shovel-ready broadband projects, and be in a more favorable position to compete for State and Federal broadband grants. Broadband infrastructure will enhance public safety, the economic prosperity, and the environmental protection efforts of the County.

Overview: The selected contractor will be responsible to perform services needed to prepare the Broadband Program Environmental Impact Report (EIR) to address the environmental effects of broadband installation, including both underground and aerial fiber optic cable, countywide. The objective is to achieve compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), such that entities can take advantage of current and future funding for broadband infrastructure provision, expected to be available through the Broadband Equity, Access, and Deployment programs, the California Emerging Technology Fund, potential future Federal Funding Account application windows, and other Federal and State funding sources.

Insurance and Other Contractor 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>

Contractor shall also:

- Provide County with proof of insurance on an annual basis.
- Provide all Contractor personnel with the right tools, equipment and materials necessary for work to be completed.

Scope of Work: The approach to this project will be to prepare a Program EIR that is in compliance with both CEQA and NEPA, with Yuba County serving as the lead environmental agency. The following summarizes the proposed tasks that will be included in a Scope of Work.

Contractor will draft a thorough project description in coordination with Yuba County staff and prepare a Program EIR, evaluating the potential environmental impacts of the proposed project based on available existing information, background research, database searches, desktop mapping of existing conditions, and resource surveys that might have been conducted in the proposed project area. It is assumed that project locations will utilize existing Road and Public Utility Easements, or overhead Public Utility Easements of record.

Contractor will also prepare and file the required CEQA/NEPA notices; prepare a distribution list in collaboration with County staff and provide copies of the Notice of Availability (NOA) for public distribution and to begin public review of the Program EIR in compliance with State CEQA and Federal NEPA guidelines and statutes; and work with County staff to respond to public and agency comments; prepare a Mitigation Monitoring and Reporting Program (MMRP) if necessary; and prepare and file the Notice of Determination (NOD) in compliance with CEQA and NEPA. Contractor will also be responsible for preparing the CEQA/NEPA finding of fact.

Listed below are the specific tasks that the selected contractor will perform. The prospective contractor should review the details associated with the specific tasks and propose their approach for delivering on each of these items. Contractors are encouraged to provide input on specific items that they believe they can deliver more effectively than proposed in the task listing. Demonstrated contractor familiarity with State of California and Federal broadband grants, and applicable intersection between these grant requirements and necessary elements of a compliant broadband Program EIR is highly preferable.

- Task 1 - Project Initiation and Scoping
- Task 2 – Project Description
- Task 3 – Background Research and Field Studies
- Task 4 – Draft Program Environmental Impact Report
- Task 5 – Final Program Environmental Impact Report

Meetings: The following meetings are expected to be a part of the scope of work for this project:

- Project Kickoff Meeting (virtual)
- Public Scoping Meeting (virtual)
- Administrative Draft EIR Comment Meeting (virtual)
- Draft EIR Comment Meeting with Yuba County Planning Commission
- EIR Certification Meeting(s) with the Yuba County Planning Commission
 - Consultant expected to present the EIR at the Public Scoping and Planning Commission Meetings

Task 1 – Project Initiation and Scoping

Contractor will attend a project kickoff meeting with County staff and discuss the project scope, areas, design features, construction methods and anticipated limits of disturbance; identify/confirm project purposed, needs and objectives; discuss any areas of controversy and potential strategies; and expectations for deliverables and project meetings.

Subtask 1.1: Document Review and Additional Information Request

Contractor will review related information to the project.

Subtask 1.2: Scoping and Notice of Preparation (NOP)

Contractor will prepare and submit a draft NOP for the project. The NOP will be prepared in conformance with State CEQA Guidelines Section 15082; Federal NEPA Guidelines; and will discuss the focus of the Program EIR and issues that are proposed to be “scoped out” and why. It is anticipated that the following resources will be scoped out of the EIR due to no impact or less-than-significant impacts:

- Minerals
- Population and Housing
- Recreation

The Contractor will incorporate comments from the County into the draft NOP and will prepare a final version for public distribution. The Contractor, in conjunction with the County will develop a distribution list to facilitate public and agency noticing during the CEQA/NEPA process. The Contractor will provide the draft distribution list for approval during review of the draft NOP. The County will be responsible for distributing the NOP for public and agency review and its associated costs. The Contractor will also prepare a Notice of Completion (NOC) for filing the NOP with the State Clearinghouse, and the Contractor will electronically file the NOP with the State Clearinghouse along with the NOC.

Task 2 – Project Description

Subtask 2.1: Draft Project Description

Contractor will prepare and submit an electronic draft of the project description to the County for review and comment. The project description will be sufficiently detailed and contain the information necessary to conduct the impact analysis to support the Program EIR, including a discussion of the regional and local setting; project history and background; program purpose, need, and objectives; general project design characteristics; all known discretionary actions required by the County; important project details including construction methods and routine maintenance activities; construction worker vehicle and equipment staging areas, to the degree they are known; and any environmental protection measures that will be

incorporated into project design, construction, and operation to avoid or reduce impacts to sensitive environmental resources.

Subtask 2.2: Final Project Description

After receiving one set of consolidated comments from the County, contractor will discuss any comments with County and agree on revisions to the draft project description. The Contractor will incorporate agreed upon revisions and finalize the project description for incorporation into the draft Program EIR.

Task 3 – Background Research and Field Studies

Subtask 3.1: Biological Database Searches, Literature and Desktop Review Analysis

Contractor will compile, review, and analyze existing documentation pertinent to the biological resources in the County. To support preparation of the Program EIR, Contractor will query existing databases, review aerial imagery, and review relevant existing literature resources in the County and map the general vegetation types in the County based on aerial imagery and existing vegetation GIS databases. Additionally, the potential presence of any plant or wildfire species, habitat, or plant community considered rare, endangered, threatened, or sensitive by governmental agencies will be determined. The database searches and desktop analysis will form the basis of the impact analysis that will determine the extent of habitat disturbance and potential effects on sensitive biological resources.

Subtask 3.2 Cultural Resources Technical Report

Due to the high-level nature of the Countywide Broadband Program EIR, and the nature of distribution of cultural resources throughout the lands of the county, detailed research and analysis covering the potential project areas is not realistically feasible. The Contractor shall prepare a Cultural Resources Technical Report which outlines a basic framework through which reasonable mitigations for various levels of cultural resource impact likelihood scenarios can be outlined, as a guide to future projects' implementation. This is anticipated to provide management recommendations for any resources present within the project areas and discuss at a Program level the implications of potential impacts in the potential disturbance areas.

Task 4 – Draft Program Environmental Impact Report

This task includes preparation of the draft Program EIR, and related CEQA/NEPA notices for the proposed project.

Subtask 4.1: Administrative Draft Program EIR

Contractor will prepare an administrative draft Program EIR that adheres to all CEQA/NEPA requirements. The Program EIR will cover all topic areas in the CEQA/NEPA Guidelines but will focus on resource categories for which significant impacts could occur. For each environmental topic, the Contractor will describe existing conditions, assess potential environmental impacts, and recommend feasible mitigation measures, where applicable. The level of analysis and degree of impact will vary depending upon the environmental topic and the potential for thresholds of significance to be triggered.

The administrative draft Program EIR will be prepared based on the approved project description. Contractor will submit an electronic copy of the administrative draft Program EIR to the County for review and comment. The administrative draft Program EIR will include the following:

- Executive Summary
- Introduction
- Project Description
- Environmental Settings, Impacts, and Mitigation Measures
- Cultural Resources and Tribal Cultural Resources
- Air Quality and Greenhouse Gasses
- Alternative Analysis
- Other CEQA/NEPA
 - Significant environmental effects which cannot be avoided
 - Growth Inducing impacts of the proposed project
 - Cumulative Impacts
 - References and persons/agencies consulted, and report preparers

Subtask 4.2 Print-Ready Draft and Draft Program EIR for Public Review

The Contractor will set-up a meeting with County staff to work out any comments and agree on revisions to the administrative draft Program EIR. Once finalized, the County will produce any needed hard copies of the Program EIR.

Subtask 4.3 Draft Program EIR Distribution and CEQA Notices

Following approval for the draft Program EIR for public review, Contractor will provide the document electronically to the County for posting on its website, for the 45-day public review period and for filing with the State Clearinghouse.

The Contractor will also prepare the required CEQA/NEPA notices to support the public review process, including draft and final Notice of Availability (NOA) of the draft Program EIR and NOC. The Contractor is also expected to prepare an abbreviated version of the NOA for publication in a newspaper.

Task 5 – Final Program Environmental Impact Report

Subtask 5.1 Administrative Final Program EIR

The Contractor will coordinate with County staff, who will assemble public and agency comments received on the draft Program EIR and discuss response strategies for the public comments. The Contractor will also be required to prepare draft responses to public comments raising concern.

The Contractor will also prepare a draft Mitigation Monitoring and Reporting Plan for review by the County. This MMRP will identify mitigation measures that will be adopted, the implementation procedures, monitoring and reporting actions, responsibility, and schedule associated with each mitigation measure.

Subtask 5.2 Print-Ready Final Program EIR and MMRP

After review by the County, the Contractor will make any necessary revisions and prepare final Program EIR and MMRP and submit copies.

Subtask 5.3 Findings

The Contactor will prepare draft CEQA/NEPA Findings for project approval to the County. The CEQA/NEPA Findings will consist of the information required by CEQA/NEPA, including findings of fact regarding each potentially significant environmental impact, mitigation measures, significance after mitigation, disposition of alternatives, and statement of overriding considerations (if necessary). After receiving comments, the Contractor will produce a final version of the CEQA/NEPA Findings.

Subtask 5.4 Notice of Determination and Filing

The Contractor will prepare the draft and final Notice of Determination (NOD). Contractor will also be responsible for filing the NOD with the State Clearinghouse on behalf of the County.

Contract Schedule: The following schedule shall reflect solicitation and other project dates: schedule dates can be extended by Addendum if needed; email iscott@co.yuba.ca.us to inquire.

RFP Distribution	March 26, 2024
Deadline for Questions	March 29, 2024
County Response to Questions	April 5, 2024
RFP Proposals Due	April 16, 2024
Selection of Contractor(s)	April 19, 2024

Requirements for Proposal:

1) Cover Letter

Include the following information:

- Title of RFP
- Name and mailing address of firm
- Contact person, email address, telephone and fax number

The cover letter must be signed by an officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

2) Proposer's Statement and Proposal Submission Checklist

Include completed Proposer's Statement, see page 10 of this RFP. Refer to Proposal Submission Checklist to ensure the inclusion of all required items, see page 11 of this RFP.

3) Firm's Qualifications

Describe the firm and provide a statement of each firm's qualifications for performing requested services. Identify the services which would be completed by the prime firm's staff and those that would be provided by any sub-consultants, if any. Identify any sub-consultants that the prime proposed to support the project.

Include the firm's organization chart for this project including sub-consultants. Include all applicable licenses, insurance, and certifications for the prime firm and any sub-consultants.

4) Experience and References

Provide a summary of each firm's experience in providing these types of environmental assessment services. Provide a minimum of three references for related projects and include date, contact person, telephone number and a brief description of the project. Public sector references are preferred.

5) Scope of Work and Proposer Deliverables

Provide a detailed discussion of the firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplish all the required tasks within the desired timeline. Identify the key staff that would be assigned to each task. Describe how your firm will interact with the County's team. List your expectations of County staff throughout the course of the project, and how many and what type or format of meetings you anticipate for each task.

6) Cost Proposal

Provide a flat fee, not-to-exceed cost proposal by task as well as all reimbursables. Billings will be on a monthly basis, on a percentage completed by task. Proposer shall submit a sealed bid fee schedule here. Information should include any and all costs associated with the fulfillment of the Scope of Work, in a line item format. The inclusion of deployment technologies such as wireless broadband telecommunications and/or microtrenching of fiber are desirable, but the inclusion of these items shall be as two individual line items separate and apart from the otherwise inclusive sealed bid.

7) Required Statements

Include the following statements as part of your package submittal:

- The firm will perform the services and adhere to the requirements described in this RFP.
- Statement of assurance that proposer will not substitute members of your designated team without written approval by the County.
- Indicate the firm's ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract.
- Who at the proposing firm is authorized to bind the contract.

PROPOSER STATEMENT

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

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

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

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

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

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

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

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, and see pages 8-9 for details.

- Cover Letter
- Proposer's Statement
- Firm's Qualifications and License(s)/Insurance
- Experience and References
- Scope Statement, to include, but not limited to the following
 - Scope of Work, Proposer Deliverables, and Estimated Project Schedule
 - Allow ~30 days from Contractor Selection to execute Contract
 - Assumptions (if any)
 - Constraints (if any)
- Cost Proposal (*Separate Envelope*)
- Bid Compliance Forms (Attachments C-E)

RFP Process:

Submittal of Proposals

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information. Proposals are to be submitted electronically using the County's e-Procurement platform, <https://procurement.opengov.com/governments/531/projects>

Proposals must be received before 5:30 pm on Tuesday, April 16, 2024, unless the deadline is extended by Addendum. Proposals may be submitted via hard copy as an optional supplement to the electronic submission at the County's e-Procurement platform. If so, three copies are preferred to the address listed below. It is the sole responsibility of the proposer to properly upload its proposal so that it is received by the time and date required.

Any proposal received after said time and/or date or in any other format other than as instructed herein, cannot be considered and will not be accepted. The County's e-Procurement Platform records the time stamp for every proposal submitted properly in the system. Once a proposal is submitted in the e-procurement platform, the Proposer will receive an email confirmation, and the proposal status will also show as "submitted."

Proposals shall be a maximum of 40 single-sided pages, but are not expected or anticipated to approach this limit. Proposals should provide straightforward and details 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 state above, or as otherwise issued by addendum. Cost proposal shall be sealed in a separate envelope from Proposal package. A single original of the proposal must be submitted in addition to the electronic submittal on OpenGov. 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. If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided. Please mark and send to the address below:

Yuba County Community Development and Services Agency
915 8th Street, Suite 123
Marysville, CA 95901
2024-xxxx

Yuba County Broadband Program Environmental Impact Report
DO NOT OPEN

Submitter's Questions

Questions regarding the RFP must be submitted exclusively in writing to the County by 5:30 pm on Friday, March 29, 2024 via the County's e-Procurement platform, in the Q&A tab. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on the County e-Procurement platform. It is the responsibility of the proposers to check the County website to review the questions and responses. Any oral responses to questions are not binding on the County.

Cost of Developing the Proposal

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

Proposal Terms and Conditions

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications. Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

The County cannot accept proposals from any individual who is currently employed with the County of Yuba (California Government Code §29708).

Successful Proposal as Part of Contract Services

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

Evaluation of Proposals

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor/consultant that best satisfies the County’s requirements. The following describes the evaluation process and associated components.

Selection Process

The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

Evaluation Criteria and Scoring

The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below.

Evaluation Criteria	Scoring Method	Weight (Points)
Experience and Qualifications of Firm	0-100 Points	40 <i>(40% of Total)</i>
Approach to the Project	0-100 Points	30 <i>(30% of Total)</i>
Cost Proposal	0-100 Points	30 <i>(30% of Total)</i>

Award

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer. Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

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 Direct 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.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals; and
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

Attachments and Bid Compliance Forms

A sample agreement is attached to this RFP, which details all standard terms and conditions required by the County of Yuba. Please review attachment A, as well as attachments B-G. Attachments C-G are to be filled out and submitted along with the proposal, and do not count against the 40 page limit.

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 (Attachment C)

Public Contract Code 7106 – Non-Collusion Declaration (Attachment D)

Labor Code section 1861 - Workers' Compensation Certification (Attachment E)

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.

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for Yuba County Programmatic Broadband Environmental Impact Report services, RFP 901907, ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Contractor Name Here
"CONTRACTOR"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: May 14, 2024

Termination Date: May 14, 2025

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONTRACTOR AND COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B"

shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Director of Administrative Services is the representative of the COUNTY and will administer this Agreement for the COUNTY. Name, Title is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions

9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2024.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

Chairperson,
Board of Supervisors

Name,
Title

INSURANCE PROVISIONS APPROVED

Tiffany Manuel,
Risk Manager

REVIEWED AND APPROVED

Kevin Mallen,
Office of the County Administrator

APPROVED AS TO FORM:
COUNTY COUNSEL

County Counsel

COUNTY OF YUBA

Contractor Name

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties include the following:

A.1.1. General Requirements

A.1.1.1. CONTRACTOR shall provide services for the COUNTY and maintain a high standard of cleanliness and neatness in all areas for functions within their control.

A.1.1.2. Required result of this Agreement is to maintain COUNTY facilities in such a manner as to provide a clean, healthy and safe working environment for occupants and COUNTY personnel.

A.1.1.3. Under this agreement, COUNTY shall contact CONTRACTOR for services in a reasonable amount of lead time, with specific instructions and work location(s) identified.

A.1.1.4. CONTRACTOR shall maintain a high level of professionalism with courtesy and respect to COUNTY personnel and belongings.

A.1.2. Performance

A.1.2.1. Project Initiation and Scoping

A.1.2.1.1. Document Review and Additional Information Request

A.1.2.1.2. Scoping and Notice of Preparation

A.1.2.2. Project Description

A.1.2.2.1. Draft Project Description

A.1.2.2.2. Final Project Description

A.1.2.3. Background Research and Field Studies

A.1.2.3.1. Biological Database Searches, Literature and Desktop Review

A.1.2.3.2. Cultural Resources Technical Report

A.1.2.4. Draft Broadband Environmental Impact Report

A.1.2.4.1. Administrative Draft Program EIR

A.1.2.4.2. Print-Ready Draft and Draft Program EIR for Public Review

A.1.2.4.3. Draft Program EIR Distribution and CEQA Notices

A.1.2.5. Final Broadband Environmental Impact Report

A.1.2.5.1. Administrative Final Program EIR

A.1.2.5.2. Print-Ready Final Program EIR and MMRP

A.1.2.5.3. Findings

A.1.2.5.4. Notice of Determination and Filing

A.1.8. Deliverables

A.1.8.1. Notice of Preparation

A.1.8.2. Draft Project Description

A.1.8.3. Final Project Description

A.1.8.4. Cultural Resources Technical Report

A.1.8.5. Administrative Draft Program EIR

A.1.8.6. Print-Ready Draft and Draft Program EIR for Public Review

A.1.8.7. Draft Program EIR Distribution and CEQA Notices

A.1.8.8. Administrative Final Program EIR

A.1.8.9. Print-Ready Final Program EIR and MMRP

A.1.8.10. Findings

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA
Company/Business Name

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed written dollar amount (\$X,XXX.XX);

Schedule of Values

Task 1	\$XX,XXX.XX
Task 2	\$XX,XXX.XX
Task 3	\$XX,XXX.XX

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed (\$X,XXX.XX) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA
Company/Business Name

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONTRACTOR at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.6 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'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 information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.9 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

C.10 HAZARDOUS MATERIALS. CONTRACTOR shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONTRACTOR shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.11 CERTIFICATIONS AND LICENSING. CONTRACTOR shall comply with all necessary licensing requirements and shall obtain all appropriate licenses. CONTRACTOR to provide COUNTY with proof of licensing. CONTRACTOR shall hold and maintain the California Contractors State License Board contracting license for _____.

C.12 ANTI-KICKBACK ACT. CONTRACTOR and any approved sub-contractors are prohibited from accepting wages illegally, or extracting “kickback” from employee wages, pursuant to Labor Code Section 1778. If any action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.13 CONTRACTOR VEHICLE. CONTRACTOR is to provide all items necessary to provide transportation of the necessary equipment needed for services. This includes vehicle, fuel, equipment and identifiable information that indicates the CONTRACTOR’S name or logo. COUNTY assumes no liability for any damage made to a CONTRACTOR vehicle by any act of nature, disaster, willful or accidental conduct or negligence.

C.14 PERFORMANCE. CONTRACTOR agrees to perform all tasks assigned to CONTRACTOR as set forth in this Agreement, Scope of Work, and Payment Schedule, and to provide all assistance and cooperation to COUNTY.

C.15 DRUG-FREE WORKPLACE. CONTRACTOR and CONTRACTOR’S employees shall comply with the COUNTY’S policy of maintaining a drug-free workplace. Neither

CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the COUNTY Purchasing Agent, Director of Administrative Services. Violation of this provision shall constitute a material breach of the Agreement.

C.16 ENERGY CONSERVATION. CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

C.17 ADVERTISEMENT. Pursuant to Yuba County Ordinance Code 2.50.170, CONTRACTOR shall advertise all auctions a minimum of five (5) days prior to auction go-live date. Failure to advertise may result in termination of this agreement.

C.18 ETHICAL COMPLIANCE. Contractor, its employees, agents, representatives and subcontractors shall at all times maintain high ethical standards and avoid conflicts of interest in conducting work. In concurrence with its performance of work, CONTRACTOR and its 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 Section 52.203-13. If any action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.19 SKILLED AND TRAINED WORKFORCE. CONTRACTOR hereby guarantees COUNTY that only skilled and trained workforce shall participate in professional services pursuant to the California Public Contract Code 2600, and following, statute and regulation.

C.20 DRESS CODE. CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or sub-contractor, wear such ID badge while working on site to perform services.

COUNTY OF YUBA
Company/Business Name

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Business Name
Attn: Authorized Signor
Address
City, State, Zip Code

COUNTY OF YUBA
Company/Business Name

ATTACHMENT E

INSURANCE PROVISIONS

E. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONTRACTOR provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.3. WAIVER OF SUBROGATION CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

E.7. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.8. SUBCONTRACTORS CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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.

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 Technology Operations Manager
Phone: (530) 749-5626
E-Mail: joates@co.yuba.ca.us
Fax: (530) 749-7894

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

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

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

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

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

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

5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)