



REQUEST FOR PROPOSAL

RFP 901957 – Security Services for Yuba County Facilities

Notice to Prospective Proposers

August 28, 2024

You are invited to review and respond to this Request for Proposal (RFP), entitled 901957 – Security Services for Yuba County Facilities. 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	September 2024
Proposed Contract	November 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/vendor_registration.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:

Nicholas Whitley, Administrative Analyst
 Department of Administrative Services
 915 8th Street, Suite 119
 Marysville, CA 95901
 (530) 749-7880
 AdministrativeServices@co.yuba.ca.us

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

Perminder Bains,
Purchasing Agent,
Director of Administrative Services

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1.0. SCOPE OF WORK & REQUIREMENTS

1.1. Brief Project Description: Yuba County is looking for professional services to provide unarmed and armed security guard services to multiple Yuba County facilities. All professional services are to be provided by personnel with knowledge in their respective fields and in a manner consistent with the standards of care, diligence, and skill, and exercise a high level of professionalism. This work is subject to payment of prevailing wages under Labor Code Section 1720 et. seq. and 1770 et. seq., which require the payment of prevailing wage rates and the performance on certain “public works” and “maintenance” project, as defined by the Prevailing Wage Laws, and if total compensation is \$1,000 or more, contractor agrees, to fully comply with such Prevailing Wage Laws, if applicable.

1.2. Qualifications: Security guards must possess a California Guard License and have completed all the required training. Security guards must also pass a Live Scan DOJ Background check with Yuba County.

1.3. Objectives: Security services are currently required at the Government Center, Courthouse, Packard Facility, Library, and Sheriff’s Department. Services include monitoring foot traffic, operation of an x-ray machine, monitoring walk-through metal detector, occasional usage of hand-held metal detector, assurance of no weapon, or weapon-type mechanism on County premises, the monitoring of security cameras, and patrolling the exterior premises every hour. On some occasions an armed security guard will be required to escort jail inmates to obtain medical treatment. Security services may also be required to assist law enforcement personnel with holdings and other non-threatening situations on an as-needed basis. County of Yuba is seeking a three-year agreement with two one-year extension options and may award multiple contracts.

1.3.1 Yuba County Government Center Requirements: CONTRACTOR is to provide two (2) security guards for the Yuba County Government Center, located at 915 8th Street, in Marysville, as directed by the Director of Administrative Services or designee. Security services shall be provided as follows:

1.3.1.1. Services shall be provided Monday through Friday, from 7:30 a.m. to 5:30 p.m. If in the event additional services are needed, COUNTY shall contact CONTRACTOR for the additional services in writing with 48-hour notice.

1.3.1.2. Provide services for after-hours meetings, as necessary. COUNTY shall contact CONTRACTOR to request after-hours services in writing with 48-hour notice.

1.3.1.3. Monitor foot traffic, operate an X-ray machine, monitor walk-through metal detector, usage of hand-held metal detector, assurance of no weapons, or weapon-type mechanism, and/or contraband entering COUNTY premises. CONTRACTOR shall provide policies and procedures to use lockers and must be approved by the Director Administrative Services.

1.3.1.4. Hourly internal and external patrol of the premises shall include, but shall not be limited to, assurance of secured external and internal doors,

inspecting COUNTY fleet vehicles for evidence of tampering. Security guards shall also present their ID cards at designated card readers at each facility.

1.3.1.5. Prior to 8:00 am and after 5:00 pm security guard services shall include clearing the building, to include restrooms, conference rooms, break room and common areas. In addition, CONTRACTOR shall perform a minimum of two (2) overnight mobile patrols on weekdays, at varying hours to assure external doors are secure, ensure gated areas are secure, deter trespassers and visually inspecting COUNTY fleet vehicles for evidence of tampering.

1.3.1.6. CONTRACTOR shall provide a schedule and must be approved by Administrative Services. The schedule must be provided two (2) weeks prior to allow for review and approval.

1.3.1.7. CONTRACTOR personnel shall present ID card at the designated external readers to document their presence at COUNTY facilities during all night patrols and foot patrols.

1.3.2. Yuba County Courthouse Requirements: CONTRACTOR shall provide two (2) security guards for the Yuba County Courthouse, located at 215 5th Street in Marysville, as directed by the Designated Point of Contact. Security services shall be provided as follows:

1.3.2.1. Services shall be provided Monday through Friday, from 7:30 a.m. to 5:30 p.m. If in the event additional services are needed, COUNTY shall contact CONTRACTOR for the additional services in writing with 48-hour notice.

1.3.2.2. Provide services for after-hours meetings, as necessary. COUNTY shall contact CONTRACTOR to request after-hours services in writing with 48-hour notice.

1.3.2.3. Monitor foot traffic, operate an X-ray machine, monitor walk-through metal detector, usage of hand-held metal detector, assurance of no weapons, or weapon-type mechanism, and/or contraband entering COUNTY premises. CONTRACTOR shall provide policies and procedures to use lockers and must be approved by the Director Administrative Services.

1.3.2.4. Hourly internal and external patrol of the premises shall include, but shall not be limited to, assurance of secured external and internal doors, ensure gated areas are secure during off-hours, deter trespassers, and visually inspecting COUNTY fleet vehicles for evidence of tampering. Security guards shall also present their ID cards at designated card readers at each facility.

1.3.2.5. Prior to 8:00 am and after 5:00 pm security guard services shall include clearing the building, to include restrooms, conference rooms, break room and common areas. In addition, CONTRACTOR shall perform a minimum of two (2) overnight mobile patrols on weekdays, at varying hours to assure external doors are secure, ensure gated areas are secure, deter trespassers and visually inspecting COUNTY fleet vehicles for evidence of tampering.

1.3.2.6. CONTRACTOR shall provide a schedule and must be approved by Administrative Services. The schedule must be provided two (2) weeks prior to allow for review and approval.

1.3.2.7. CONTRACTOR personnel shall present ID card at the designated external readers to document their presence at COUNTY facilities during all night patrols and foot patrols.

1.3.3. Yuba County Library Requirements: CONTRACTOR shall provide one (1) security guard for the Yuba County Library, located at 303 2nd Street, in Marysville, as directed by the designated point of contact. Security services shall be provided as follows:

1.3.3.1. Services shall be provided Tuesday through Friday, from 12:00 p.m. to 6:00 p.m., and one (1) security guard on Saturday from 9:00am-6:00pm. If in the event additional services are needed, COUNTY shall contact CONTRACTOR for the additional services in writing with 48-hour notice.

1.3.3.2. Monitor foot traffic.

1.3.3.3. Hourly internal and external patrol of the premises shall include, but shall not be limited to, assurance of secured external and internal doors, ensure gated areas are secure during off-hours, and deter trespassers.

1.3.3.4. Prior to 12:00 pm (9:00 am on Saturdays) and after 5:00 pm (6:00pm on Saturdays) security guard services shall include clearing the building, including restrooms, conference rooms, breakroom and common areas. In addition, CONTRACTOR shall perform a minimum of two (2) overnight mobile patrols on weekdays, at varying hours to assure external doors are secure, ensure gated areas are secure, deter trespassers and visually inspecting COUNTY fleet vehicles for evidence of tampering.

1.3.3.5. CONTRACTOR shall provide a schedule and must be approved by Administrative Services. The schedule must be provided two (2) weeks prior to allow for review and approval.

1.3.3.6. COUNTY may discontinue CONTRACTOR's service at the onset of construction at the Yuba County Library. COUNTY will provide CONTRACTOR with a thirty (30) day notice.

1.3.4. Yuba County Sheriff Services: Periodically, it is necessary for incarcerated persons to seek professional care and treatment at facilities other than the Yuba County Jail. Such incarcerated persons require constant supervision since they are still in legal custody. Security services to include at a minimum:

1.3.4.1. On-call security guards must be available at any time of the day or night, within one (1) hour of notification.

1.3.4.2. Constant visual and physical observation and control of the incarcerated persons at all times to assure the custody of the incarcerated persons, and the safety and welfare of the security guard, professional staff, patients, or any other persons where the incarcerated persons are located.

1.3.4.3. Supervise incarcerated persons during medical testing and treatment in order to maintain the constant visual and physical observation and control.

1.3.4.4. Implement proper and necessary procedures and restraints to ensure effective observation and control of the incarcerated persons.

1.3.4.5. Prevent the incarcerated persons from any unauthorized visitation, communication or contact with unauthorized persons unless there is prior approval from a supervisor with the Yuba County Sheriff's Department.

1.3.4.6. Provide sufficient supervision and staffing to ensure capacity to provide services on-call and immediately. This includes arranging for coverage for any required or necessary breaks by the CONTRACTOR's employees, as required by law.

1.3.4.7. Maintain constant visual and physical observation and control of the incarcerated persons until a representative of the Yuba County Sheriff's Department takes custody of the incarcerated persons.

1.3.4.8. Immediately, or as soon as practicable, contact the Yuba County Sheriff's Department of any unusual, suspicious and/or urgent activities related to the incarcerated persons.

1.3.4.9. While it is impractical to identify all activities that could potentially fall into this category, at a minimum activities involving any of the following shall be immediately reported:

1.3.4.9.1. Any act of violent or threatening behavior by the incarcerated persons.

1.3.4.9.2. Any attempt by the incarcerated persons to escape custody.

1.3.4.9.3. Any attempted or completed unauthorized contact or communication with others.

1.3.4.9.4. Any use of force by a security guard.

1.3.4.10. Complete all necessary reports, including documentation of all relevant information related to the services provided under this Agreement. CONTRACTOR shall provide all records and other written materials relevant to the services provided to COUNTY within twenty-four (24) hours of service.

1.3.4.11. Maintain records of security work activities, section notices and findings, and any other records agreed to in writing with the Yuba County Sheriff's Department for a period of two (2) years following the completion of services and termination of contract.

1.3.4.12. Sheriff Responsibilities: The COUNTY will contact the CONTRACTOR to schedule guard services. The COUNTY will provide CONTRACTOR with the following information regarding the inmate:

1.3.4.12.1. Current criminal charges.

1.3.4.12.2. History in the Yuba County Jail.

1.3.4.12.3. Prior strike convictions.

1.3.4.12.4. Gang affiliations.

1.3.4.12.5. Known enemies.

1.3.4.12.6. Any special housing needs and the reasons for special housing.

1.3.4.12.7. Any other factors affecting security.

1.3.4.12.8. The COUNTY will inform CONTRACTOR of any court orders for visits or special privileges.

1.3.4.12.9. In consultation with the COUNTY, CONTRACTOR shall increase security for high risk or assaultive inmates as well as high

profile individuals. The agreement for increased security must be mutually agreed upon by both parties and can be billed separately.

1.3.4.12.10. The Yuba County Sheriff's Department is responsible for paying at the standard guard rates as specified in the Agreement. COUNTY will only pay regular time rates. If in the event CONTRACTOR personnel will need to work overtime hours, due to unforeseen circumstances or emergencies, County will only be responsible for paying the overtime unarmed or armed guard rate agreed upon, only if the CONTRACTOR is paying their personnel overtime rate. CONTRACTOR must notify the Sheriff's Department supervisor or requestor of all overtime hours, prior to work performed, and COUNTY must approve all overtime in writing.

1.3.5. Special Services: In the event security services are required outside the Yuba-Sutter area, the CONTRACTOR will provide a written quote for any additional charges related to mileage, travel expenses or lodging consistent with the Agreement. CONTRACTOR agrees to provide security services within a fifty (50) mile radius of the Yuba-Sutter area.

1.3.6. Communications: All patrol vehicles and personnel shall be equipped with a fixed, mobile and hand-held two-way radios. CONTRACTOR's radio system must be able to provide clear and strong radio signals throughout the entire service area. Test coverage of radio equipment will occur as part of the award process. CONTRACTOR shall provide communications plan to COUNTY, under this Agreement. **Usage of personal mobile devices and phones for activity unrelated to security guard services while on duty shall be strictly prohibited.**

1.3.7. Uniforms and Equipment: CONTRACTOR shall provide uniforms to security guard personnel. All equipment related to security services will be provided by CONTRACTOR, such as uniformed shirts, pants, boots, radios, whistles, notebooks and report forms, and any other necessary equipment or materials required to perform services. This also includes firearms, and all permits required to lawfully carry a firearm, when armed security services are provided. Standard equipment shall include handcuffs, baton, chemical agent, and a firearm (when providing armed security services).

1.3.8. Training and Personnel: All security guards shall meet the following requirements per the State of California Bureau of Security and Investigative Services:

1.3.8.1. Be at least eighteen (18) years of age.

1.3.8.2. Undergo a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

1.3.8.3. Complete Power of Arrest training as defined by the State of California Business and Professions Code §7583.5 prior to assignment.

1.3.8.4. Complete at least thirty-two (32) hours of training in security officer skills within the first six (6) months of a new security guard's licensure.

1.3.8.5. All security guards must receive eight (8) hours of continued training, annually, by either their employer or by a Bureau-approved course provider.

1.3.8.6. In addition, all security guards must possess valid copies of the following documents:

1.3.8.6.1. Class C California Driver's License

1.3.8.6.2. Red Cross Basic First Aid Certification

1.3.8.6.3. CPR Certification

1.3.8.6.4. Security Guard Registration

1.3.8.6.5. Tear Gas Permit

1.3.8.6.6. Baton Permit

1.3.8.6.7. Firearms Permit (Armed Security Guards ONLY)

1.3.8.7. CONTRACTOR shall provide necessary evidence that these requirements have been met prior to award. It shall be the CONTRACTOR's responsibility to ensure that staff maintains valid certifications with annual statements or renewals provided to COUNTY at each contract anniversary date.

1.3.9. Removal of Security Guards: A security guard who is not performing to the expectations of the COUNTY will be removed immediately upon request of the COUNTY. Disqualification and removal of security guards will occur if a violation of any item indicated above, at the time of employment and further subsequent employment by COUNTY. If a guard is removed, the Sheriff's Department Jail Commander, Lieutenant, Sergeant, or designee, must be notified. COUNTY reserves the right to refuse reassignment of any removed security guard to any or all future requests for services, or when a guard's continued employment is deemed by COUNTY to be contrary to the public interest or inconsistent with the best interests of the COUNTY.

1.3.10. Experience: Security guards assigned to work under this contract must have at least one (1) year of experience in similar work; be a person of mature judgment; and possess a high degree of discretion. All guards must carry a current Security Guard Registration Card, issued by the State of California, Department of Consumer Affairs Bureau of Security and Investigative Services, which allows them to be employed as a security guard by a licensed agency for a two-year period. No employer or employee is exempt from this procedure.

1.3.11. Physical Qualifications: Security guards shall be fully capable of performing duties requiring moderate to arduous physical exertion under either normal or emergency conditions. Security guards shall possess good depth perception, the ability to distinguish between basic colors, and pass a visual field test upon request. All guards must possess, at a minimum, distance vision in each eye corrected to 20/20 on the Snellen Chart. Close vision must be correctable in each eye to J4 on the Jaeger Eye Chart.

1.3.12. Mental Qualifications: Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and quickly recalling specialized training as needed. Emotional and mental stability is essential so that guards can best

serve the public on a day-to-day basis. Security guards requested for emergency situations must possess a high tolerance for fatigue, as required services may involve long periods of duty without relief.

1.3.13. Additional Information: COUNTY maintains the right, as it may deem necessary, to add or delete services to this contract, with only a thirty (30) day written notice, in order to accommodate any future needs. Requests for increase or decrease in services will be negotiated with CONTRACTOR based on the hourly rates provided. CONTRACTOR must be able to call for emergency assistance immediately when the need arises.

1.3.13.1. Security guards will report to the designated location on time and will remain on duty until the end of the shift or until properly relieved.

1.3.13.2. CONTRACTOR will provide names of all persons who are scheduled to perform services, including resumes and copies of all certifications of all guards to be assigned to the Yuba County Sheriff's Department.

1.3.13.3. CONTRACTOR shall maintain training records for each employee, and such records shall be made available to the Yuba County Sheriff's Department for inspection upon request.

1.3.13.4. All security guards will be required to pass a live scan and background check, prior to working for the County. Infractions in the background investigation may be grounds for disqualification.

1.3.13.5. The services will be provided during the times mutually agreed upon by both parties on a case-by-case basis. CONTRACTOR must understand that when security guard services provided pursuant to the Agreement are requested by the COUNTY, it is likely that the COUNTY has no way of knowing the duration of the requested services due to the variables associated with such situations.

1.3.13.6. If CONTRACTOR determines they are unable to complete an assignment after they accepted it, they must contact the Sheriff's Department and convey that information. CONTRACTOR shall remain on assignment until properly relieved by the Sheriff's Department.

1.4. Contractor Responsibilities

1.4.1. Security officers should be highly visible and identified as a professional security guard.

1.4.2. Wear uniform.

1.4.3. Be vigilant in actively patrolling while on duty.

1.4.4. Promote mutual trust and cooperation with the public and visitors within the patrol area.

1.4.5. Ensure coverage for all breaks and lunches, as required by law.

1.4.6. Prevent and report all potential criminal activities, disorderly conduct, or suspicious behavior. Call law enforcement for back up if required.

1.4.7. Assist visitor and citizens navigate the premises, answering questions as needed.

1.4.8. Patrol internal and external parameters.

1.4.9. Respond to intrusion alarms from County alarm service company.

1.4.10. Complete daily activity log, including but not limited to incoming traffic, weapons confiscated, interactions with public, and all other noteworthy events.

1.4.11. In the event of an emergency, assist responsible County officials and the public in orderly evacuation of the facility.

1.4.12. Security personnel shall continuously monitor the encompassing area, as well as perform walkthroughs through all County locations, which will include common areas and throughways.

1.5. County Responsibilities

1.5.1. Provide all guards with an ID access badge to perform services in and around the county facilities.

1.5.2. Provide a minimum of 48-hour notice of after-hours or requested services outside of the structured schedule.

1.5.3. Provide x-ray machines and metal detectors.

2.0. GENERAL REQUIREMENTS

2.1. **Insurance Requirements:** Awarded Vendor 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>

2.2. **Contract Requirements:** The successful Contractor will be required to sign a professional services agreement (contract) with the County. County intends to incorporate the contract provisions provided in the link above.

2.3. **Payments:** Contractor shall provide County with itemized documentation relating to the basis for payment. Invoices and supporting documentation must be sent postal mail to 915 8th Street, Suite 119, Marysville, CA 95901, or submitted electronically to adminhelp@co.yuba.ca.us. County lead-time for processing payment is between 14-30 days.

2.4. **Meetings and Reports:** Awarded Contractor will be required to meet with County to discuss further specifications and requirements. The meeting agenda shall include the following as a minimum:

- Review and emphasize the County's needs and objectives
- Schedule
- Areas available for use by Contractor, including parking
- Access requirements
- Roles and responsibilities
- Accident prevention
- Labor standards

- Payroll reporting, if applicable
- Rules and regulations on Yuba County premises

3.0. RESPONSIBILITY CRITERIA

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

1. Proposer's Statement shall be filled out in its entirety.
2. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a formal cover letter.
3. Contract must provide references from recent, similar projects, to include email, phone number, location, project size, estimated cost, and project start and completion dates.
4. All proposers also expected to provide proof of any/all License(s) and Insurance in Proposal Package.

PROPOSER STATEMENT

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

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

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

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

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

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

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

4.0. RESPONSIVE CRITERIA

The following pages shall describe how proposer will demonstrate compliance of a responsive proposer. Responsive proposer will use the checklist provided on page 15 to meet all requirements of this RFP. All RFP deadlines, listed below, are final unless otherwise amended by Addendum.

Milestone Event	Due Date/Time (PST)
Release of solicitation	August 28, 2024
Optional site walk	September 6, 2024; 9 a.m.
Requests for Information	September 13, 2024
RFIs Response	September 20, 2024
Solicitation final submission	September 27, 2024; 3:30 p.m.

4.1. Site Walk: All contractors/vendors interested in submitting a proposal may attend the optional site walk. The site walk will begin at Government Center at the front entrance near the flagpole, 915 8th St., Marysville, CA 95901. All contractors/vendors must be prepared with a signed copy of the confidentiality agreement and signed copy of the waiver and general release; both attached to this RFP.

4.2. Request for Information (RFI): All questions must be submitted, in writing, to Nicholas Whitley, Administrative Analyst for Yuba County. Email, postal mail or hand-delivered questions are permitted. No questions will be answered verbally, with exception of questions during the optional site walk. All verbally answered questions on the site walk, will be captured and answered via addendum shortly thereafter.

4.3. Cost Proposal: Cost proposal must be itemized as fixed price and valid for sixty (60)-days after final submission date. Itemization to include but not limited to, direct materials, direct labor, payroll overhead, other direct costs, other expenses, total cost, profit/markup, and final proposed price. If pricing is subject to adjustment, or any other pertinent information must be disclosed, please provide detail in memorandum and attach to cost proposal. Cost proposal can be found on page 16. Vendor may also use facsimile form if the form provides more clarity and specifications of cost.

4.4. Submission of Proposal: Proposals should provide straightforward and detailed descriptions of the proposer's ability to satisfy the requirements of this RFP. All hardcopy proposals must be submitted under sealed cover and delivered by the dates and times stated above. Cost Proposal shall be sealed in a separate envelope from Proposal Package. A minimum of three (3) copies of the proposal must be submitted in addition to the original. The original proposal must be marked, "ORIGINAL." All documents contained in the original

proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Please mark and send to the address below:

Yuba County Clerk-Recorder's Office
Attn: Administrative Services, Purchasing Agent
915 8th Street, Suite 107
Marysville, CA 95901
901957
Security Services for Yuba County Facilities
DO NOT OPEN

PROPOSAL SUBMISSION CHECKLIST

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

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

COST PROPOSAL

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

	HOURS (ANNUAL)	RATE	TOTAL (ANNUAL)
<i>STANDARD LABOR</i>			
<i>Unarmed Guard Rate</i>		\$	\$
<i>Armed Guard Rate</i>		\$	\$
		\$	\$
<i>OVERTIME LABOR</i>			
<i>Unarmed Guard Rate</i>		\$	\$
<i>Armed Guard Rate</i>		\$	\$
<i>(Enter any additional rates relevant to this RFP)</i>		\$	\$
TOTAL ANNUAL COSTS			\$

5.0. Evaluation Criteria

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

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

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

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

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

6.0. Small Business Preference and DVBE

Small Businesses and DVBE welcome to apply.

7.0. Sample Agreement

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

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

8.0. Terms and Conditions

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

9.0. ATTACHMENTS

BID COMPLIANCE FORMS

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

Gov. Code 8355 - Drug Free Work Place Certification

Public Contract Code 7106 – Non-Collusion Declaration

Labor Code section 1861 - Workers' Compensation Certification

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

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

YES

NO

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

NONCOLLUSION DECLARATION

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

The undersigned declares:

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

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

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

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

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

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

Which is hereby acknowledged,

(Company Name)

Acting herein by and through

(Authorized Individual’s Name)

Its

(Title of Authorized Individual Whose Signature Appears Above)

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

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

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

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

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

The foregoing is agreed to this _____ day of _____, 2024:

PRINTED NAME _____ COMPANY NAME _____

PHONE NUMBER _____ EMAIL _____

SIGNATURE _____

**COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

1 INTRODUCTION.

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

2 DEFINITIONS.

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

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

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

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

3 BACKGROUND.

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

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

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

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

4 PROVISIONS.

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

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

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

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

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

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

4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

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

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

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

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

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

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

4.8 NOTIFICATION OF BREACH.

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

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

Joseph Oates, Information Security Officer
Phone: (530) 749-5626
E-Mail: joates@co.yuba.ca.us
Fax: (530) 749-7894

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

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

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

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

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

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

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

5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

YUBA COUNTY STANDARD TERMS AND CONDITIONS – SOLICITATIONS

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

1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Bidder and County. Any other terms and conditions must be agreed to by the County in writing. Upon submission of this proposal, the Bidder agrees to abide by these Terms and Conditions. This Solicitation is binding on the heirs, successors, assigns, and representatives of the Bidder.
2. **Acceptance.** Acceptance of Solicitation Bid implies the acceptance of all Terms and Conditions contained herein, and all specifications, drawings, and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The County may reject any or all bids and may waive any immaterial deviation in a bid. The County's waiver of immaterial deviation shall in no way modify the Bid document or excuse the proposer from full compliance with all requirements if awarded the agreement. Bidder should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and all specifications. No oral understanding or agreement shall be binding on either party.
3. **Modifications and Amendments.** If it is determined amendments to the Solicitation are necessary, addenda shall be issued and sent to all bidders. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline as set forth in the Bid Process Dates. Bid modifications offered in any other manner, oral or written, will not be considered. A bidder may withdraw its bid by submitting a written withdrawal request to the County, signed by the bidder or an authorized agent in accordance with the Department of Administrative Services. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline. More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
4. **Compliance with Law.** Bidder shall be subject to and comply with all Federal, State, County, and local regulations with respect to its performance and any disputes arising under this Bid, including but not limited to, licensing, employment, purchasing practices; wages, hours, and conditions of employment, and nondiscrimination; the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973. In addition, the applicable regulations of the Fire Employment and Housing Act Commission implementing Gov. Code §12990 (a)-(f), are incorporated into this contract by reference and made part hereof as if set forth in full (Cal. Code Regs, tit. 2., §7285.0 et seq.). Contractor and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. **Indemnification.** The Bidder agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Solicitation to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Bidder during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this Bid.
6. **Insurance.** Bidder shall provide proof of at least \$1,000,000 General Liability coverage, unless otherwise specified. Bidder'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.