

**COUNTY OF YUBA  
REQUEST FOR PROPOSAL**

***Roof Replacement  
At  
720 Yuba Street***



**PROPOSAL CLOSING DATE:**

***Friday, July 21, 2017  
at 5:00pm PST***

The County of Yuba Administrative Services wishes to obtain professional services from a qualified firm to provide roofing installation services at the Yuba County Sheriff facility in Marysville CA. Selection will be based on *best value* to the County.

Please review the document carefully to insure you are familiar with the County's requirements.

## **I. Scope Of Work**

The Yuba County Administrative Services Department will accept bids from interested and qualified roofing contractors.

### SCOPE OF SERVICES AND DUTIES.

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

- Remove the existing layers of roofing and dispose of all debris offsite.
- Furnish and install one layer of ¼" Dens deck barrier board fastened through the roof deck. Maintain existing slope of roof.
- Furnish and install 60 mil Thermoplastic Olefin (TPO) membrane roofing according to the manufacturer's specifications.
- Furnish and install Thermoplastic Olefin membrane base flashings, pipe flashings, protective membrane at the wood blocks, and new Thermoplastic Olefin clad edge metal.
  - The facility has a unique parapet wall that must be addressed as part of the roofing solution.
  - The facility also has a high number of skylights (53), HVAC roof units (9) and other appurtenances requiring special attention
- Upon completion deliver a manufacturer's 15 year labor and material warranty.
- In your proposal, please describe how you will address unforeseen conditions, such as:
  - Dry rot to be replaced with decking as necessary to match quality and thickness
  - Any required carpentry, mechanical, electrical, nailers, painting and plumbing.

**A Bid Walk will be held Thursday June 29<sup>th</sup> at the site; 720 Yuba Street in Marysville. We will meet at the flagpole in the public plaza at 10:00 AM.**

## II. PROPOSAL DOCUMENT INSTRUCTIONS

As stated above, the County intends to award the work to at least best providers. Proposals should include the following:

1. *A Cover Letter / Executive Summary*, including:

A brief statement as to the proposers understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the engagement.

Please also highlight any of the requirements in the Scope of Work you are not able to accommodate.

2. *A Signature* of the person authorized to commit the vendor.

3. *References*

Please provide references from three clients with whom you have done similar work. Please explain the scope or work performed and any particular success or challenges you faced.

4. *Exhibits*

Please make sure Exhibits A, B, C, and D (or a reasonable facsimile) are included and complete.

## III. ADDITIONAL REQUIREMENTS

- a. **Subcontractors and Key Personnel.** No portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County.
- b. **Background Checks.** The County requires background checks of any personnel with unrestricted access to county physical sites. Vendor should be prepared to have employees background checked at their own expense, upon request by County. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of background check differs depending on where the check is initiated, but is typically less than \$50 per person.
- c. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- d. Part of the selection process may include a credit check and financial evaluation of the business/independent contractor.
- e. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Contractor.
- f. All work shall be to the acceptance of the County or its authorized representative.

- g. Contractor shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

### III. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to a Contractor whose proposal is considered the best **value** to the County. Best value will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

1. Demonstrated ability of the firm to provide support, training, and reporting.
2. Contractor's understanding of the needs and objectives of the County.
3. The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP which may include:
  - a. Reference, credit and other pertinent checks,
  - b. Qualifications of the professional personnel who would be assigned to the project measured by experience and education.
4. Financial terms of proposal.
5. Fiscal soundness of firm.
6. Completeness and professionalism of submission.
7. Submissions which are deemed incomplete may be eliminated as not being responsive.
8. Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
9. A 'Responsible Contractor' shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
10. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.
11. The proper licensing.

Thus the result will not be determined based solely on price. Although price is a key factor, the County will consider awarding the contract(s) to the Contractor that meets the best interest of the County as interpreted by the County

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

#### IV. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Proposal to include all items indicated in Section II
- Detailed Cost Estimate
- Attached Exhibits A through D (or a reasonable facsimile of each)

#### V. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a. **Contract Term.** The term of the agreement resulting from this solicitation will be for the period of six (6) months to allow adequate time to complete the project.
- b. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete contract. Actual work commencement and schedule shall be mutually determined.
- c. **Contract Form.** The County would expect to enter into a Professional Services Agreement (contract) with the awardee. The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
- d. **References.** Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references.
- e. **Questions.** All questions should be submitted to the contact in Section V. k (below) and should be submitted in writing prior to Thursday, July 6, 2017
- f. **Amendments and Addenda.** For the most up to date information, visit: <http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>
- g. **Submittal Instructions.** Before submitting a proposal, Contractor shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. TWO proposals must be submitted in a sealed envelope, clearly marked "**Yuba Street Roofing Project**" to:

Yuba County Department of Administrative Services  
Attn: Purchasing and Contracts  
Suite 119  
915 Eighth Street  
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- h. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Friday, July 21, 2017 at 5:00 pm PDT**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date. Please provide two hard copies of your proposal.
- i. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
- j. **Proposal Becomes Public:** All proposals shall be deemed public documents at the time of contract award to the successful proposer. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information shall be clearly labeled "Proprietary" and accompanied by a request that the information be returned by the County to the Proposer. If proposals contain proprietary information, then proprietary paragraphs and/or other data should be clearly marked as noted above.

The information on the pages of the proposal identified as proprietary will be used only for the evaluation of the proposal, but proposer understands that disclosure may be required under the California Public Records Act or other federal, state, and local law, as determined by the County.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the County as a waiver of any exemption claim. Any proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information.

- k. **Contact Information.** Luis Sandoval, Buyer for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors. Luis' contact information is: email [lsandoval@co.yuba.ca.us](mailto:lsandoval@co.yuba.ca.us), fax 530-749-7884. Luis' contact phone number is 530-749-7880. **Questions posed to any other member of County Staff may result in disqualification.**

**EXHIBIT A - BIDDERS STATEMENT**

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

\_\_\_\_\_  
COMPLETE LEGAL NAME OF COMPANY

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED AGENT (TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
DUNS NUMBER

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT B – LIST OF SUBCONTRACTORS**

**Mark one of the boxes below:**

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

Name of Individual / Firm Submitting Bid: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.**



**EXHIBIT C – LIST OF REFERENCES**

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. \_\_\_\_\_

Name and Address of Owner

\_\_\_\_\_  
Name and Telephone Number of Person Familiar with Project

\_\_\_\_\_  
Contract Amount

\_\_\_\_\_  
Type of Work

\_\_\_\_\_  
Date Completed

2. \_\_\_\_\_

Name and Address of Owner

\_\_\_\_\_  
Name and Telephone Number of Person Familiar with Project

\_\_\_\_\_  
Contract Amount

\_\_\_\_\_  
Type of Work

\_\_\_\_\_  
Date Completed

3. \_\_\_\_\_

Name and Address of Owner

\_\_\_\_\_  
Name and Telephone Number of Person Familiar with Project

\_\_\_\_\_  
Contract Amount

\_\_\_\_\_  
Type of Work

\_\_\_\_\_  
Date Completed

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT D – PRICE PROPOSAL**

<b>Rate</b>	<b>Pricing</b>
Pricing for Yuba Street Roof Replacement	\$

**Please list any exceptions or assumptions in your pricing in the space below:**

**EXHIBIT E**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

STATE OF CALIFORNIA )

COUNTY OF YUBA )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position Title)

\_\_\_\_\_  
(The Bidder/Contractor)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or any other bidder, or to fix any overhead profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract that all statements contained in the bid are true and, further, that 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, or paid and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

(Person signing for Bidder)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the person named above, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
(Notary Public)

(Notarial Seal)

**Exhibit F**  
**Insurance Requirements for Professional Services**

Consultant 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 Consultant, his agents, representatives, or employees.

*Minimum Scope of Insurance*

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

*Minimum Limits of Insurance*

Consultant shall maintain limits no less than:

- |   |  |  |
|---|--|--|
| 1. General Liability:<br>(including operations products and completed operations, as applicable.) | \$1,000,000                            | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | \$1,000,000                            | Per accident for bodily injury and property damage   |
| 3. Workers' Compensation:   | As required by the State of California |  |
| 4. Employer's Liability:  | \$1,000,000                            | each accident, \$1,000,000 policy limit<br>bodily by disease, \$1,000,000 each<br>employee bodily injury by disease  |
| 5. Errors & Omissions<br>Liability:   | \$1,000,000                            | per occurrence   |

### *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### *Other Insurance Provisions*

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultants insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
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.
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, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

### *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. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

*Verification of Coverage*

Consultant shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms provided those endorsements conform to County requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

*Waiver of Subrogation*

Consultant hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the consultant, its employees, agents and subcontractors.