
Administrative Services

915 8th Street, Suite 119, Marysville CA 95901



INVITATION FOR BID

County Facilities Pest Control Services

Notice to Prospective Bidders

July 12, 2018

You are invited to review and respond to this Invitation for Bid (IFB), entitled Facilities Pest Control Services, IFB-901088. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the County of Yuba will include General Terms and Conditions. The sample Agreement for Professional Services lists these Terms and Conditions and may be viewed and downloaded at Internet Site:

<http://www.co.yuba.ca.us/departments/admin%20services/documents/Solicitations2/Contract%20Template%202013.pdf>.

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

Lee Ann Hennessy, Buyer I
Administrative Services
(530) 749-7889

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

Timothy J. McCoy, Purchasing Agent

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Administrative Services915 8th Street, Suite 119, Marysville CA 95901**A) Purpose and Description of Services**

The County of Yuba is requesting bids for pest control services at multiple county facilities, as described in Cost Sheet (Attachment 3). The bid shall be for monthly scheduled treatment of the County Facilities listed in this bid, as well as on-call responses as necessary in between scheduled treatments for no additional charge. The bid shall include all costs for labor, materials, pesticides, tools and equipment necessary to maintain pest suppression for various County facilities. The County of Yuba requires this to be a three (3) year agreement.

1. Perform monthly, scheduled, preventative treatments at a twenty (20) foot perimeter with a power sprayer, or twenty (20) foot crack and crevice treatment with a B&G hand sprayer to the exterior of each facility listed in Cost Sheet (Attachment 3).
 - a) Provide required seventy-two (72) hour notification in compliance with Safe School Act before any treatments at Juvenile Hall or Victim Services Administration School.
2. Spider Webs brushed down up to twenty-nine (29) feet high for each facility.
3. Interior treatments at beginning of contract where deemed necessary, and as needed on an ongoing basis, as part of the monthly charge , with the following exceptions:
 - a) Regular monthly interior treatments to Jail kitchen, laundry rooms, and boiler room.
 - b) Regular monthly interior treatments to Library restrooms and break room.
 - c) Regular monthly interior treatments to Juvenile Hall kitchen and dining hall.
 - d) Regular monthly interior treatments to access panel located in east women's restroom.
4. Additional exterior treatments shall be provided on a request basis as part of the monthly charge.
5. Services shall include treatment of cockroaches, ants, mice, rats, spiders, bed bugs, fleas, bees, wasps, yellow jackets and all other insect pests and vermin.
6. All bait stations and traps placed at any facility cleaned and replaced as necessary.
7. The County at times may request Pigeon Bait Services, Termite Inspections or Bat Exclusion Services for an additional cost as specified in Cost Sheet.
8. Provide itemized monthly invoices separated by facility and services performed.
9. Emergency response should be within 6 hours from the initial call for service. Provide any variations from this timeframe in your bid.
10. All requested additional treatments, both interior and exterior, shall be conducted within twenty-four (24) hours of initial call for service.
11. Services shall be performed during regular business hours of operation in the various facilities, except when special conditions require servicing to be done when a

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building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

- a) Some departments have requested that interior sprays only be conducted when areas are vacant. Contractor will be advised when this is applicable.

12. Due to changes in the County’s portfolio of facilities, at any time during the term of the agreement the County may cancel service at individual locations with thirty (30) day notice that will result in a corresponding reduction in rates based on the amounts charged for the individual facility. Canceling service at any individual location shall have no impact on the services for the remainder of the facilities.

13. In the event of emergency situations or natural disasters such as fire, flood, blizzard, strike, accident, consequences of foreign or domestic wars, or any other cause beyond the control of the parties to this agreement which will delay or interfere with the use or delivery of the products described in this bid, deliveries under said agreement may, at the option of either party, be suspended during the period required to remove the cause or repair the damage. The County of Yuba reserves the right to acquire from other sources any products necessary for the proper operation of its business during any suspension of agreement pursuant to circumstances outlined above.

B) Minimum Qualifications for Proposers

The Bidder shall be able to provide sufficient labor at all times to carry out the contracted work and shall obtain and maintain all insurance required, including Worker’s Compensation Coverage and Liability Coverage, documented in Certificates of Insurance.

C) Bid Requirements and Information

1) IFB Process Dates

Event	Date	Time - PST
IFB available to prospective proposers	July 12, 2018	5 p.m.
Optional Site Walk	July 18, 2018	9 a.m.
Written Question Submittal Deadline	July 26, 2018	4:30 p.m.
Final Date for Bid Submission	August 13, 2018	4:30 p.m.
Cost Bid Opening	August 14, 2018	10 a.m.
Notice of Intent to Award	August 17, 2018	4 p.m.
Proposed Award Date	August 22, 2018	10 a.m.

Administrative Services915 8th Street, Suite 119, Marysville CA 95901**2) Optional Site Walk**

- a) All bidders have the option to attend a site walk scheduled for Wednesday, July 18, 2018 at 9:00am. The Site Tour will begin at 915 8th Street, Suite 119, Marysville, CA 95901 and all bidders will utilize their own method of transportation to visit each location.
- b) In the event a potential proposer is unable to attend the optional site walk, but would like more information, an authorized representative may attend in their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential proposer.
- c) For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-bid conference. The Contractor must call Lee Ann Hennessy at (530) 749-7880 no later than the fifth working day, Monday, July 16, 2018, prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

3) Work Plan and Work Schedule Requirements

The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

- 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. It is the County's desire to have an ongoing support relationship with the provider and that may include an assigned contractor(s). Consistency of service is a critical need and familiarity with our locations and unique requirements is also important.
- b. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- c. The Contractor's employees arriving on site must have their individual and company name on their uniform. Personnel performing pest control services shall report to the Facility Contact Person or designated representative each time service is performed and shall provide a Service Report Form showing areas serviced that include the name of the technician performing services, data and time services performed, infestation, if any, found, and corrective action taken. Acknowledgement of services provided must be signed by the Facility Contact Person or a designated representative for each particular facility.
- d. All applicators shall be state certified for the type of pest control being applied. No unqualified personnel will be permitted to work on-site. All materials used must comply with federal, state, and local laws. Bait stations and traps shall be labeled "Poison" and shall identify the poison being used and date of service.

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- e. Applicators & other employees working at County facilities shall be background checked at the Contractor's expense prior to any work being completed on site. A live scan DOJ background check shall be completed, and results received by Yuba County Personnel prior to employee working on site. Contractor should have sufficient personnel background checked to cover for emergency services, vacations etc. In the case the Contractor does not have a background checked employee to provide services, the County must provide an escort at all times, and costs associated with this may be charged to the Contractor, and Contractor agrees to pay any such costs. Contractor shall coordinate with COUNTY to ensure reports will be received by COUNTY.
- f. Part of the selection process may include a credit check and financial evaluation of the business/independent contractor.
- g. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Contractor.
- h. All work performed shall be to the acceptance of the County or its authorized representative.
- i. A Sample Professional Services Agreement is available on the County website; link provided in Part E (page 21).
- j. If contractor has any reservations or concerns with any term or clause in the agreement please note such in your response.
- k. 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 (in Appendix F) and maintain such insurance during term of contract.
- l. The Contractor/Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor/Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

4) Payment, Terms, & Invoice Requirements

Bids are subject to the following terms and conditions:

- 1) Contract Term. The term of the agreement resulting from this solicitation will be for the period of three (3) years with the option for two (2) – one year extensions at the discretion of the County.
- 2) Project Schedule. Upon receipt of bids, and suitable review, County expects to select a Contractor. One selected, Contractor and County will complete at Professional Services Agreement. The awardee will be contacted by the Facilities Manager, Pat Thomas, to do an initial walk and discuss services dates and times.
- 3) Backgrounds. Awardee staff cannot begin work until the County has received notification that their background has been completed and the clearance has been received. If the County requires services prior to receipt of these clearances, awardee staff must be escorted through the facilities by the Facilities Manager or a designated representative.

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- 4) Contract Form. The County would expect to enter into a Professional Services Agreement (contract) with the awardee. The final contract will incorporate the appropriate terms and conditions from this solicitation.
- 5) References. Bid must include a Bidder Statement (Attachment 2) and three (3) references including contact information from projects similar to ours which we may contact as references.
- 6) Questions. All questions should be submitted to Lee Ann Hennessy, Buyer I, Department of Administrative Services in writing at 915 8th Street, Suite 119, Marysville, CA 95901. All questions will be submitted in writing prior to July 23, 2018 at 4:30 p.m. PST.

5) Cost Detail Format and Requirements

The proposed work should be broken down into the outline in Work Plan and Work Schedule for the purpose of this bid. Use the Sample Cost Bid Worksheet (Attachment 3) as a guide in preparing your cost bid.

6) Submission of Bid

- a) Bids should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this IFB. The bid must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a bid.
- b) All bids must be submitted under sealed cover and sent to County of Yuba, Department of Administrative Services by dates and times shown in Section C, Bid Requirements and Information, Item 1) Time Schedule, (page 3). Bids received after this date and time will not be considered.
- c) A minimum of 2 copies of the bid must be submitted.
- d) The original bid must be marked "ORIGINAL COPY". All documents contained in the original bid package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional bid sets may contain photocopies of the original package.
- e) The bid envelopes must be plainly marked with the IFB number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Administrative Services, Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901
IFB-901088
County Facilities Pest Control Services
DO NOT OPEN

If the bid is made under a fictitious name or business title, the actual legal name of proposer must be provided.

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The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the bid package and marked "Sealed Cost Bid-**DO NOT OPEN**".

Bids not submitted under sealed cover and marked as indicated may be rejected.

- g) All bids shall include the documents identified in Section D, Required Attachment Checklist (see page #12). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- h) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries & Hand Deliveries
(UPS, Express Mail, Federal Express)

Administrative Services
ATTN: Buyer I
915 8th Street, Suite 119
Marysville, CA 95901
- i) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- j) 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 IFB document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Bidder Statement, page 13. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- m) A proposer 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 IFB Process Dates. Bid modifications offered in any other manner, oral or written, will not be considered.

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- n) A proposer may withdraw its bid by submitting a written withdrawal request to the County, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
 - o) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
 - p) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
 - q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
 - r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
 - s) More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
 - t) No oral understanding or agreement shall be binding on either party.
- 7) **Evaluation Process**
- a) At the time of bid opening, August 14, 2018, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
 - b) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, will be rejected.
 - c) The final selection will be made to the lowest monetary responsible proposer achieving a passing score, after application of preferences.
 - d) Phase I
- This phase consists of publically opening and evaluating the sealed cost bids of responsible bidders.
- e) The sealed envelopes containing the bid price and cost information for the bids, Attachment 4, that meet the format requirements and standards shall then be publicly opened and read. The agreement will be awarded to the initially apparent, lowest responsible bidder meeting the requirements outlined in this IFB.

Administrative Services915 8th Street, Suite 119, Marysville CA 95901f) **Phase II**

This phase consists of evaluation of responsive bidder. All Attachments 1, 2, & 3, and documentation required will be on a pass-fail evaluation. Contents must meet the expectations set before in this IFB.

8) **Award and Protest**

- a) Notice of the proposed award shall be sent via email and postal delivery to the bidder within five (5) business days of the evaluation process deadline. Notice of proposed award and status of IFB process will also be updated on the County website at:

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>.

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

9) **Disposition of Bids**

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the County of Yuba, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

10) **Agreement Execution and Performance**

- a) Service shall start not later than ten (10) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Bid price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

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- c) Due to the nature and operations of County buildings with sensitive and personal information, Attachment 5 is required at Agreement Execution.

D) **Required Attachments**

Refer to the following pages for additional Required Attachments that are a part of this agreement.

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ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or “X” next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. In addition to the required attachments, proof of Insurance and License must be provided to meet all of the responsive requirements. *Attachment 5, and Proof of License & Insurance will only be required at time of award and contract negotiation.*

This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bidder Statement
_____	Proof of Insurance
_____	Proof of License
_____ Attachment 3	Bidder References
_____ Attachment 4	Cost Sheet
_____ Attachment 5	Confidentiality Agreement

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ATTACHMENT 2

BIDDER STATEMENT

By submitting a bid, the bidder acknowledges that they have acquainted themselves with the terms, conditions, scope and requirements of the project based on the information in this IFB and any addendums. Failure by the bidder to acquaint themselves with available information will not relieve them from the responsibility of adhering to the requirements and agreed upon costs to completion of the project. 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.

Do not return Section C, Bid Requirements and Information (pages 3 through 8) nor the "Sample Agreement" at the end of this IFB.

For IFB Primary Only:

- A. Our all-inclusive cost bid is submitted in a sealed envelope marked "Cost Bid - Do Not Open".
- B. Place all required attachments behind this bidder statement.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid 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. DUNS Number.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	

Administrative Services915 8th Street, Suite 119, Marysville CA 95901**Completion Instructions for Bid/Proposer Bidder Statement**

Complete the numbered items on the
Bid/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.

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ATTACHMENT 3

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

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Location Description	Address	Cost Per Month
Courthouse – including jail and Probation	215 5 th Street, Marysville	\$
Airport Facilities – Administration, Training, Meeting Facility aka Flight Services Building	1364 Sky Harbor Drive, Olivehurst	\$
Victim Witness	209 6 th Street, Marysville	\$
Sheriff Facility	720 Yuba Street, Marysville	\$
Public Works Equipment Shop	1420 Sky Harbor Drive, Olivehurst	\$
Library	303 2 nd Street, Marysville	\$
Juvenile Hall Administration, the SHO, Boot Camp, Dining Hall/Kitchen, Classrooms, Camp Singer, Administration	1023 14 th Street, Marysville	\$
Animal Control	5245 Feather River Blvd, Olivehurst	\$
Government Center – including loading dock area interior	915 8 th Street, Marysville	\$
Office of Education	935 14 th Street, Marysville	\$
Packard Facility	5730 Packard Avenue, Marysville	\$
Additional Facilities	As Required	Not to exceed \$0.02
Pigeon Bait Inspection	All Locations	Upon Inspection
Annual Termite Inspection	All Locations	
Bat Exclusion Services	Courthouse and Government Center	Upon Inspection

The estimated total price indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contractor. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement.

Administrative Services915 8th Street, Suite 119, Marysville CA 95901**ATTACHMENT 5****COUNTY OF YUBA****CONFIDENTIALITY PROVISIONS AND STATEMENTS****1 INTRODUCTION.**

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

2 DEFINITIONS.

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

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

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

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

3 BACKGROUND.

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

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

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

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

Administrative Services915 8th Street, Suite 119, Marysville CA 95901**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

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confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

4.8 NOTIFICATION OF BREACH.

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

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

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

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

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

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

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

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

4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR.

Administrative Services



915 8th Street, Suite 119, Marysville CA 95901

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)

Administrative Services



915 8th Street, Suite 119, Marysville CA 95901

E) Sample Professional Services Agreement

Note to Awarding Agency preparing this IFB

After all negotiations, Yuba County will write the final, binding Contract and provide two copies for all parties to sign. One copy will be provided to the Contractor. The Sample Standard Services Agreement is provided on the County website through the link below

<http://www.co.yuba.ca.us/departments/admin%20services/documents/Solicitations2/Contract%20Template%202013.pdf>

This agreement contains standard County terms and conditions. As stated, final terms and conditions will be negotiated and in contract after awarding the lowest responsible, responsive bidder.