

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

HVAC/Mechanical Maintenance Services



PROPOSAL CLOSING DATE:

***Friday, February 22, 2013
at 5:00pm PST***

The County of Yuba Buildings & Grounds Division of Administrative Services wishes to obtain professional services from a qualified firm to provide HVAC and Mechanical maintenance and related services at any of twelve (12) Yuba County facilities. It is the County's intention to award this work to at least the two top vendors per field of expertise to provide both scheduled and "on-demand" or "on-call" services as the need arises. The County currently has projects that are pending the award of this Request for Proposal (RFP). After contract award, the County's expectation is to issue work orders against a master contract for specific projects, each not to exceed \$50,000 that are to be completed. A sample of the County's professional services agreement and work order are attached in Exhibit F and Exhibit G, respectively.

Selection will be based on *best value* to the County. *Best value* is later described in Section IV: Evaluation Criteria.

Please review the document carefully to ensure 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 California licensed contractors for normal and on-call HVAC and Mechanical maintenance services, including emergency work and repairs.

The successful HVAC and/or Mechanical Contractor(s) shall provide all materials, equipment and labor for HVAC and Mechanical services and repairs as needed in various Yuba County locations (see list in Exhibit E).

The equipment to be maintained includes but is not limited to, chillers, air handlers, evaporative coolers, split systems, exhaust fans, boilers, pumps, gas fired unit heaters, package units and forced air systems. The equipment to be maintained is of various types of manufacturers. This service would be under an annual contract and would have the option for two (2) additional one-year renewal terms.

Pricing provided shall include regular, overtime and holiday labor rates and the percentage mark-up on materials / supplies for such work. The vendor shall address the ability to work "After Hours" as defined in Exhibit D, designate which days are considered holidays, and define a guaranteed response time.

The safety of the successful bidder's employees or representatives and others in or around the area of repairs or maintenance is the responsibility of the successful bidder. The successful bidder, its employees, and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. The County will accept no responsibility or liability for accidents caused by the lack of safety equipment and or procedures or the improper installation of equipment or workmanship. Work in vaults requires the use of an air monitoring device at all times as well as following the County's safety protocols to include wearing of hard hats and safety glasses. Safety hazards noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to the County Facility Manager or representative, if barricades are needed to ensure safety, the successful Bidder shall provide them at no cost to the County. Equipment Lockout/Tag out procedures shall be followed and coordinated with County building maintenance personnel. Bidder may choose to bid on all or may choose to omit some from this list, please be

specific in your response if you are not bidding on, or not capable of, any of the following:

- Split and Package HVAC Units, Forced Air Systems, and Gas Fired Heaters
- Evaporative Coolers
- Commercial Air handlers, Exhaust Fans, Duct Work, and Related Components
- Commercial Chiller Units, Systems, and Related Components
- Commercial Boiler Units, Systems, and Related Components

Further:

- Shall maintain and service all equipment described herein using a Journeyman or equivalent technical level personnel.
- Shall notify the County Facilities Manager anytime the successful bidder or representatives come on site. Shall not subcontract any of the work to any other company.
- Must have a minimum of two certified Technicians. One is required to have at least 10 years of refrigeration, and/or mechanical, and control experience. This is to ensure that the County always has access to at least one of the certified technicians. Both technicians must have overall knowledge of all of the County's equipment. Both technicians shall be qualified to work on electrical systems.
- Must have a 24/7 on-call service availability for emergency calls or other type of outages with a 30 minute returned phone call response time.
- Maintenance work or repairs shall be performed during the regular hours of 7:00 A.M. through 5:00 PM unless specified by the County Facilities Manager or representative. Monday – Friday. The County accepts that after hours and/or holidays may be at a different rate.
- Must have access to a fabrication shop.
- A certified technician and County Facilities Manager need to be present for boiler inspections.
- Service inspections shall be posted for each piece of equipment
- Worksheets for all work shall be reviewed upon request by the Facilities Manager or Authorized County Representative every month prior to billing. Work completed must be billed within 30 days of the work being completed.
- A record log of maintenance performed for County shall be maintained by service personnel. This record shall contain only County sites and be made available for review upon request to the County Facilities Manager or County supervisory personnel.
- All filters shall be pleated and meet a minimum MERV 8 rating unless Specified differently by the County Facilities Manager or representative.
- Successful Bidder shall maintain all equipment in accordance with the manufacturer's recommendation unless specified by the County Facilities Manager or representative.
- Must obtain prior authorization for repairs or other work outside the scope of preventive maintenance work. A quote must be obtained for any work performed outside of the successful bidder's normal maintenance scope of work. Phone call authorization requires a quote over the phone and a written confirmation after the work has been completed. County reserves the right to obtain additional work quotes and service from trade companies other than the successful bidder.

Service Specifications and Frequencies

- Maintenance frequency is equipment dependent and can be quarterly, bi-annually, annually or as requested.
- The successful bidder will meet with the County Facilities Manager or representative to set specific dates and times for the scheduled maintenance on a monthly basis and to review invoices for accuracy and acceptance.
- Some equipment will need filters replaced due to various reasons or requests in addition to the regularly scheduled maintenance and shall not be considered part of normal scheduled maintenance.
- Quarterly maintenance will normally be scheduled during the month of February for the first quarter, May for the second, August for the third and November for the fourth unless otherwise specified by the Facilities Manager or Authorized County Representative.
- Bi-Annual maintenance will normally be scheduled for the month of April for the first service and September for the second unless otherwise specified by the Facilities Manager or Authorized County Representative.
- Annual maintenance will normally be performed during the month of September unless specified by the Facilities Manager or Authorized County Representative.
- Successful Bidder shall ensure that the equipment shall have bearings lubed, belts checked and replaced as needed or per manufactures recommendation unless specified by the Facilities Manager or Authorized County Representative.

II. BID WALK

The County intends to hold an *optional* bidder’s conference and site walk to provide the opportunity to ask questions see the units under consideration in this request.

Date: February 14, 2013
Time: 10:00 a.m.
Beginning location: Wheatland Conference Room
* We will then travel independently to other sites to view the equipment

III. PROPOSAL DOCUMENT INSTRUCTIONS

As stated above, the County intends to award the work to at least the top two providers. Actual work will be coordinated on a job-by-job basis and you may be asked for a quote at the beginning of the job using the pricing included in your response. 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. *Licensing*

Proof of a valid subcontractor license/certification relevant to the work on which you are bidding, and/or A or B General Contractor's license, and all other licenses necessary for project completion.

4. *Insurance Coverage*

Proof of General, Automobile, Employer Liability coverage, and continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).

5. *References*

Please provide references from three (3) clients with whom you have done similar work. Please explain the scope or work performed and any particular success or challenges you faced.

6. *Exhibits*

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

IV. 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. 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. **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 'Live Scan' 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 \$100 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 performed shall be to the acceptance of the County or its authorized representative.
- g. A draft of the Professional Services Agreement is provided as Exhibit F for your review. If Proposer has any reservations or concerns with any term or clause in the agreement please note such in your response.
- h. 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.
- i. The 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 proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

V. 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 vendor to provide the required maintenance and repairs.
2. Contractors' 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.
4. Reference and other pertinent checks.
5. Financial terms of proposal.
6. Fiscal soundness of firm.
7. Completeness and professionalism of submission.
8. Submissions which are deemed incomplete may be eliminated as not being responsive.
9. Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.

10. 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.
11. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.

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).

VI. 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) with original signatures.

VII. 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 one (1) year with the option for two (2) – one year extensions at the discretion of the County.
- b. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor(s). Once selected, Contractor and County will complete a Professional Services Agreement. Actual work and work schedule will be initiated by "Work Order" as a need is identified.
- c. **Contract Form.** The County would expect to enter into a Professional Services Agreement (contract) with the awardee(s). 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. j (below) and should be submitted in writing prior to Friday, February 15, 2013.

- f. **Amendments and Addenda.** It is the responsibility of the Contractor to ensure their proposal includes any addenda or notices posted to the following website. This website contains the most up to date information.
<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 "**HVAC Maintenance Services**" 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, February 22, 2013 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. **Equal Employment Opportunity (EEO) Clause.** Contractor must agree to comply with the Executive Order 11246 of September 24, 1965 ensuring compliance with the Federal Equal Employment Opportunity rules, regulations, and orders by the Secretary of Labor and all pertinent and related requirements.
- j. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
- k. **Contact Information.** Adrian Metcalf, Administrative Technician 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 on the County web site and shared with all participants, applicants and Contractors. Adrian's contact information is: email ametcalf@co.yuba.ca.us, fax 530-749-7884. Adrian's 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

ITEM

UNIT PRICE

Certified Technician - Normal Hours	\$	hr
Certified Technician - Overtime Hours	\$	hr
Certified Technician -Emergency Call Out	\$	hr
Certified Technician - Holiday Hours	\$	hr
Helper Technician - Normal Hours (if necessary)	\$	hr
Helper - Overtime Hours (if necessary)	\$	hr
Helper - Emergency Call Out (if necessary)	\$	hr
Helper - Holiday Hours (if necessary)	\$	hr
Other (define)	\$	hr

1. **The normal County business hours are 8:00 a.m. to 5:00 p.m. “After Hours” would be outside of that schedule. Please explain any exceptions to this you may have:**

2. **Define or attach your holiday schedule:**

3. **Please define your guaranteed response time(s):**

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

Exhibit E
County Locations

These are the County locations where work will take place. There may be additional locations added over the course of this agreement.

Government Center	915 - 8 th St, Marysville	84,362 SF - single story
County Courthouse	215 - 5 th St., Marysville	185,815 SF - three stories
Health & Human Services	5730 Packard Avenue, Olivehurst	103,548 SF – single story
North Annex facility	935 - 14 th St., Marysville	17,000 SF - single story
Juvenile Hall	1014 - 14 th St., Marysville	48,158 SF – single story
Dan Avenue complex	4240 Dan Ave., Olivehurst	19,771 SF – single story
Yuba County Airport	Skyway Drive, Olivehurst	1,600 SF office 47,443 SF hangars
Yuba County Corporation Yard	Skyway Drive, Olivehurst	5,000 SF – single story
Yuba County Library	303 Second St, Marysville	22,717 SF – single story
Animal Care Services	5245 Feather River Blvd., Olivehurst	7,250 SF – Bldg and kennels
Day Reporting Center	8 - 7 th St., Marysville	3,360 SF – modular construction
Sheriff Department *	720 Yuba St., Marysville	56,443 SF – two stories

(* under construction – estimated completion late 2013)

Exhibit F
Professional Services Agreement

Attached

Exhibit G
Sample Work Order

Attached

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for Type of Service, Project Name and Location ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Vendor Name
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: Start Date

Termination Date: End Date

The term of this Agreement shall become effective on Start Date, and shall continue in force and effect for a period time frame services to be provided unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice (or 30 day depending on type of contract) to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal agreement for CONTRACTOR AND COUNTY approval.

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

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

County Authorized Signor is the representative of the COUNTY and will administer this Agreement for the COUNTY. Authorized Signor for vendor is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2013.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

Doug McCoy,
Purchasing Agent

Signor's Name, Signor's Title
Vendor Name

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1.

A.1.2.

A.1.3.

A.1.4.

A.1.5.

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

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

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

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed written dollar amount (\$\$\$); CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed (\$\$\$) without a formal written amendment to this Agreement approved by the COUNTY.

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

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

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

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

C.6 CONFIDENTIALITY. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

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

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Vendor Name
Attn: Authorized Contract Signor and/or Contact
Address
City, State Zip

COUNTY OF YUBA
Vendor Name – Project Name

ATTACHMENT E

INSURANCE REQUIREMENTS

E. INSURANCE. CONTRACTOR shall produce 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 and the results of that work by the CONTRACTOR, his agents, representatives, employees or SUBCONTRACTORS. If CONTRACTOR fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

E.1 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. Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.

E.2 MINIMUM LIMITS OF INSURANCE. CONTRACTOR shall maintain limits no less than:

General Liability: (including operations, products and completed operations.)	\$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.
Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
Workers’ Compensation:	As required by the State of California.	
Employer’s Liability:	\$1,000,000	each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

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

E.3 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 CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.4 OTHER INSURANCE PROVISIONS. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR'S insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR'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 CONTRACTOR'S insurance and shall not contribute with it.
- c. 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.

E.5 WAIVER OF SUBROGATION. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all worked performed by the CONTRACTOR, its employees, agents and SUBCONTRACTORS.

E.6 ACCEPTIBILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the COUNTY.

E.7 VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY'S forms, provided those endorsements or policies conform to the 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 effecting the coverage required by these specifications at any time.

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

County of Yuba

Work Order #H-2013-1

Vendor:

Location: Government Center

Start Date: 1/25/13

Date Requested: 1/15/13

Dates of Work:

Requested By: P. Thomas

Complete By: 6/10/13

Contract Ref: HVAC 1/5/13A

Job Description: Generic HVAC Job

- Replace filters
-
-
-
-
-
-
-
-
-

Service and Labor	Hours	Rate (\$/hr)	Line Total
		Subtotal:	\$ -
Parts and Materials	Qty.	Unit Price	Line Total
		Subtotal:	\$ -
		Tax:	\$ -
		Total:	\$ -

Vendor Signature _____ Date _____

Yuba County Signature _____ Date _____