

Administrative Services

915 8th Street, Suite 119, Marysville CA 95901



REQUEST FOR PROPOSAL

Sliding Cell Door, Furnish and Installation Project

Notice to Prospective Proposers

February 28, 2019

You are invited to review and respond to this Request for Proposal (RFP), entitled 901227 – Sliding Cell Door, Furnish and Installation Project. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the County of Yuba will include by reference General Terms and Conditions that may be viewed and downloaded at Internet site

<http://www.co.yuba.ca.us/departments/admin%20services/documents/Solicitations%20ama%202011-2013/Microsoft%20Word%20-%20YUBA%20COUNTY%20STANDARD%20TERMS%20AND%20CONDITIONS%20-%20PO.pdf>

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Yuba County Sheriff's Department, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Lee Ann Hennessy, Buyer I
Department of Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
(530) 749-7889
lhennessy@co.yuba.ca.us

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

Timothy J. McCoy,
Purchasing Agent, Contract Administrator
Director of Administrative Services

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A) Scope of Work

Brief Project Description: Yuba County is looking for professional services to furnish and install an ADA compliant sliding cell door for the Yuba County Jail, located at 215 5th Street in Marysville.

Objectives: The existing sliding door has a clear opening width of 24 inches whereas the proposed sliding cell door must leave a clear opening of no less than 32 inches, in accordance with the Americans with Disabilities Act of 1990. The existing door could be modified to meet the minimum 32-inch requirement by removing some of the material and capping off the end of the fixed barred grillwork. Proposing contractors are encouraged to provide alternate methods and recommendations, based on expertise and experience. Images and illustrations of existing conditions are available; interested contractors must sign and return the Confidentiality agreement on page 16.

Supplier Responsibilities:

- *Contractor must provide a generator if 220V is required for performing work. 220V electrical is not available in the vicinity of work to be performed.*
- *Contractor responsible for demolition debris removal and disposal.*
- *Indicate whether modification requires all or partial demolition of the current sliding cell door and/or any demo of surrounding area..*
- *Contractor responsible for demolition debris removal and disposal.*

Supplier Deliverables:

Supplier shall:

- *Provide one-sided lock, keyed per owner's current key schedule.*
- *Ensure all materials used shall be detention-grade for medium/maximum security setting.*
- *Materials should be painted or, at minimum, primed for paint.*

County Responsibilities:

Customer shall:

- *Sheriff personnel shall be present and escort contractor while inside the jail at all times.*
- *Coordinate with contractor personnel to schedule installation.*
- *All inmates shall be detained in other locations during installation of sliding cell door.*

B) Responsibility Criteria

The following pages 5 and 6, will demonstrate the integrity of the responsible proposer. All aforementioned pages are to be completed in their entirety, in the order stated below, and proceed the Responsive Criteria in the Proposal Package. Responsibility criteria shall be on a pass/fail basis.

1. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner through the Statement of Experience.
2. The County will verify references provided by the proposer on page 6, prior to Notice of Award.
3. Proposer is also expected to provide proof of any License(s) and Insurance in Proposal Package.

STATEMENT OF EXPERIENCE

Ruled lines for writing the statement of experience.

(Signature)

REFERENCES

REFERENCE 1

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

C) Responsive Criteria

The following pages 8 through 12, will demonstrate compliance of a responsive proposer. Responsive proposer will use the checklist provided on page 9 to meet all requirements of this RFP. All RFP deadlines, listed below, are final unless otherwise amended by Addendum.

Milestone Event	Due Date/Time (PST)
Release of solicitation	February 28, 2019
Mandatory pre-proposal site walk	March 14, 2019, 10 a.m.
Clarification questions	March 18, 2019, 4:30 p.m.
Addendum with answered questions	March 19, 2019, 4:30 p.m.
Solicitation final submission	March 28, 2019, 4 p.m.
Proposal opening	March 29, 2019
Notice of intent to award	April 1, 2019
Notice of final award	April 15, 2019
Proposed Contract	May 2019

SUBMISSION OF PROPOSAL: Proposals should provide straightforward and detailed descriptions of the proposer's ability to satisfy the requirements of this RFP. All proposals must be submitted under sealed cover and sent by the dates and times stated above. *Cost Proposal shall be sealed in a separate envelope from Proposal Package.* A minimum of five (5) copies of the proposal must be submitted in addition to the original. The original proposal must be marked, "ORIGINAL." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Please mark and send to the address below:

Administrative Services, Purchasing Agent
 915 8th Street, Suite 119
 Marysville, CA 95901
 RFP 901227
 Sliding Cell Door, Furnish and Installation Project
DO NOT OPEN

PROPOSAL SUBMISSION CHECKLIST

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

- Statement of Experience
- References
- License(s)/Bonds/Insurance
- Scope of Work and Recommendations
- Proposer Statement
- Cost Proposal (*Separate Envelope*)

PROPOSER STATEMENT

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

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

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

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

PROPOSER STATEMENT INSTRUCTIONS

Complete the numbered items on the Proposer Statement by following the instructions below:

Item Number s	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.

COST PROPOSAL

Contractor shall submit cost proposal itemized as it shall be stated on the invoice. Cost proposal to indicate whether the submission for payment (invoice) shall be sent after completion of services or no later than the tenth day of the month following provision of services.

CONFIDENTIALITY AGREEMENT

**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.

4. PROVISIONS.

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

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

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

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

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

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

4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

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

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

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

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

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

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

4.8 NOTIFICATION OF BREACH.

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

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

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. 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)

the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

(Signature)

(Print Name and Title)

D) Evaluation Criteria

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

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

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

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

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.

E) Terms and Conditions

Please see the following page for all Terms and Conditions for Solicitations.

F) Sample Agreement

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

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

YUBA COUNTY STANDARD TERMS AND CONDITIONS – SOLICITATIONS

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

1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Supplier and County. Any other terms and conditions must be agreed to by the County in writing. Upon submittal of this Solicitation, the Supplier agrees to abide by these Terms and Conditions. This Solicitation is binding on the heirs, successors, assigns, and representatives of the Supplier.
2. **Acceptance.** Acceptance of Solicitation Bid implies the acceptance of all Terms and Conditions contained herein, and all specifications, drawings, and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The County may reject any or all bids and may waive any immaterial deviation in a bid. The County's waiver of immaterial deviation shall in no way modify the Bid document or excuse the proposer from full compliance with all requirements if awarded the agreement. Bidder should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and all specifications. No oral understanding or agreement shall be binding on either party.
3. **Modifications and Amendments.** If it is determined amendments to the Solicitation are necessary, addenda shall be issued and sent to all bidders. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline as set forth in the Bid Process Dates. Bid modifications offered in any other manner, oral or written, will not be considered. A bidder may withdraw its bid by submitting a written withdrawal request to the County, signed by the bidder or an authorized agent in accordance with the Department of Administrative Services. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline. More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
4. **Compliance with Law.** Supplier shall be subject to and comply with all Federal, State, County, and local regulations with respect to its performance and any disputes arising under this Bid, including but not limited to, licensing, employment, purchasing practices; wages, hours, and conditions of employment, and nondiscrimination; the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973.
5. **Indemnification.** The Supplier agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Solicitation to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Supplier during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this Bid.
6. **Insurance.** Supplier shall provide proof of at least \$1,000,000 General Liability coverage, unless otherwise specified. Supplier's shall be required to provide a certificate of insurance naming County as additional insured before beginning work/services in amounts specified by County for the term of a Contract.
7. **Jurisdiction.** This Solicitation is made in the County of Yuba and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Bid shall be instituted and prosecuted in the courts of the County of Yuba, State of California.
8. **Endorsements.** Supplier shall not in its capacity as a Supplier with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County. Supplier shall not imply County's endorsement of Suppliers products or name.
9. **Inspection.** Supplier's performance, place of business, and records pertaining to this Bid are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government. County of Yuba will verify compliance of business at www.SAM.gov.
10. **Records.** Supplier shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Supplier's regular business records and such additional records pertaining to this Bid as may be required by the County. County shall retain all documents pertaining to this Solicitation for three (3) years from the Solicitation ending date and for any further period that is required by law.
13. **Costs.** Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the County of Yuba.
15. **Contractors:** If Applicable, Supplier shall possess license(s) required in the bid at the time a Contract is awarded (PCC3300). Supplier shall provide a Payment Bond for public works projects, when project is in excess of \$25,000 (PCC3247). For public works projects greater than \$1000, the Supplier shall pay the general prevailing rate of per diem wages to all workers employed on Bided project as established by the California Department of Industrial Relations (PCC1770-1780). Supplier shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b)(3)).
16. **Assignment.** This order or any payment due hereunder is not assignable by Supplier without written approval of County.
17. **Confidential Bid Information.** No part of the Bid response is to be marked as 'confidential.' County may refuse to consider any bid response marked as such. County shall not be liable in any way for disclosure of any such records. All bid responses shall become the property of Yuba County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.) Each bid received, with the name of bidder, shall be recorded, and records will be open to public inspection after award of Contract.
20. **Activities on Premises and County Confidentiality.** Site-walks and pre-bid conferences are subject to a Confidentiality Agreement. Bidders will be required to accept and sign before execution of event. Supplier must meet all County facility safety and security guidelines. Supplier must maintain compliance with all Federal, State, and local confidentiality regulations. At no time shall Supplier's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any County information that they come across in the performance of this Bid.
21. **Time is of Essence.** All deadlines non-negotiable and are as set in Solicitation, unless otherwise adjusted in Addendum form. County reserves the right to reject bids that do not comply with any deadline.
22. **Conflicts of Interest.** Supplier, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Bid to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.