

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

Clerk Recorders/Elections

***Transporting Voting
Machines & Equipment***



PROPOSAL DUE DATE:

***May 9, 2015
at 5:00pm PDT***

Yuba County is soliciting proposals for transportation of voting machines and election related equipment for the Clerk Recorder/Election Department (further referenced as Elections Department or County). The contract will be for two (2) years with the option for two – one year extensions.

Award Calendar

| Activity | Date |
|--|----------------------|
| RFP Released | 4/15/2015 |
| RFP Last Day for Questions | 5/6/2015 by 5:00 PDT |
| RFP Closes | 5/9/2015 at 5:00 PDT |
| Evaluation Team Reviews & Ranks Proposals | 5/10-18/2015 |
| Final Ranking is Posted | 5/18/2015 |
| All Contractors are notified by mail/email | 5/18/2015 |
| Contract Completed by | 6/1/2015 |

A. PROPOSAL SPECIFICATIONS

- A1. Contractor is to ensure the proper and timely pick up, delivery and return of voting machines and related elections equipment to approximately twenty-nine (29) polling locations. The number of polling locations may vary according to election circumstances. The Contractor shall work with the Clerk Recorder/Election Department and designated representatives. The Election Department designated representatives are the official custodians of the voting machines. A list of typical polling sites and the equipment to be delivered to each site are listed in Exhibit E.
- A2. **Frequency.** Electronic Voting Machines will be used in approximately two (2) elections per even numbered year and special elections as needed
- A3. **Electronic Voting Machines.** Voting machines weigh approximately thirty-seven (37) pounds. When folded for transportation, the Sequoia Edge Voting Machine measures 26” W x 17” H x 10” D and will be placed on a movable rack system for ease of delivery. Each delivery rack is stacked 5 voting units high.
- A4. **Elections Related Equipment.** Elections related equipment includes conference tables, traffic cones, barricades, equipment tubs (55 gallon Rubbermaid tubs), various elections signage, 55 inch mat, chairs and paper ballot voting booths. (See Sample Equipment List) Polling sites will include all or some of the designated election materials.
- A5. **Scheduling and Delivery.** Contractor will contact all polling sites and arrange scheduling for the pick-up, delivery and return of all equipment. This information will be communicated to the Election Department designated representative.

The Contractor shall designate one (1) primary representative and one (1) alternate to work with the Election Department designated representative.

The Elections Office will provide Contractor with a list of confirmed polling locations and contact information no later than 12 weeks prior to the election. All communication made to Contractor within the month prior to Election and the week after the election, must be responded to within 24 hours.

The final delivery schedule with confirmed appointments shall be provided to the Election Department designated representative no later than 21 days prior to the Election Day.

Contractor shall place the voting machines and equipment at the polling location in the designated location the Thursday, Friday or Monday prior to Election Day or as agreed upon with Election office.

- A6. **Covering and Loading.** Only enclosed and locked trucks or enclosed and locked trailers may be used to transport electronic voting machines. Tarps or any other covering on an open cover truck or trailer is not acceptable to transport electronic voting machines and/or equipment. The Contractor shall cover all voting machines while being transported and while loading all such voting machines out of the warehouses. The voting machines shall be loaded, blocked and tied on the trucks to the satisfaction of the Election Department designated representative.
- A7. **Hauling, Delivering and Set Up.** The Contractor shall perform all hauling or drayage necessary to distribute the voting machines and equipment from the designated County warehouse to the polling locations as designated by the Election Department designated representative. In performing such duties, the Contractor shall supply all needed labor and equipment at the Contractor's sole expense. The Contractor shall deliver and unload the voting machines and equipment. A list of equipment can be found at the end of this request for quote, Exhibit E.

All related delivery documentation to include delivery receipt must be completed at the time of delivery. Completed delivery receipts must be faxed to the Elections Department immediately upon completion of the delivery route.

Contractor must coordinate and pickup Poll Star Voting Booths from off-site storage location. Poll star voting booths must be returned to off-site storage location as part of "Return to Warehouse".

- A8. **Return to Warehouse.** On the day following the election the Contractor shall load and transport voting equipment and supplies back to the warehouse. The schedule for return of equipment should be determined prior to Election Day and communicated to the Elections Department at least one week prior to the election.

Upon return of voting supplies and equipment to the warehouse, the Election Department designated representative shall inspect the supplies. Acceptance of the equipment and supplies shall only be made once the inspector determines that all requirements and conditions of the Contract have been met, including a damage report, if necessary.

- A9. **Election Day Services** – Upon notification by the Election Department designated representative, the Contractor shall deliver additional voting machines to any polling location where they are needed on Election Day. To make election day deliveries, the

Contractor shall have a stand-by crew and truck available for the handling and delivery of voting machines and equipment within one (1) hour or less from the time a telephone call is made to the Contractor from the Election Department designated representative. Any mis-delivery of voting machines by Contractor will be corrected at no charge to the County.

- A10. **Voting Machine Chain of Custody** – Contractor must follow all chain of custody rules set forth and monitored by the County Election Department. These rules will be reviewed and discussed with the awarded Contractor.

B. EQUIPMENT VIEWING

Attached are images of the equipment in Exhibit E. If you are interested in viewing the Voting Machines, please make an appointment by calling 530-749-7855. The equipment is located at the Yuba County Government Center Clerk Recorder/Election Department located at 915 8th Street, Suite 107, Marysville, CA 95901.

C. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

- C1. Contractor shall provide references for three current customers/clients with similar projects in scope and size, including their contact information.
- C2. Contractor shall provide names and qualifications of the designated representatives to be assigned to this agreement.
- C3. Contractor must have direct experience conducting work in similar scope and implementation with of equal or greater scope.
- C4. Contractor will be responsible for contacting the representative for each of the polling locations provided to them and scheduling an approximate delivery and pick up time.
- C5. Contractor will be responsible for providing a schedule at least 21 days before an election detailing their delivery and pick up plan with times, dates, contact person's name and phone number and a list of materials as provided to Contractor by the Election Department.
- C6. All work schedules of the Contractor shall conform to all applicable County ordinances, Holidays, and closures. Work Schedules shall be designed in a manner to provide the desired level of service and will be approved in advance by the Election Department, who may modify as necessary. No additional costs shall be incurred by the County for any work schedule modifications unless additional work is requested and is approved by both parties in writing.
- C7. The Contractor shall plan and conduct work in a manner that will safeguard all persons from injury in accordance with Cal OSHA regulations and shall take precautions required by all other applicable government regulations.
- C8. The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. 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>, if applicable.

- C9. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently. All contractor employees are to adhere to basic public works standards for working attire including proper shoes and other equipment required by State Safety Regulations.
- C10. The Contractor must demonstrate they have the technical expertise, experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
- C11. Part of the selection process will include a business license check and financial evaluation of the business.
- C12. All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.
- C13. Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years. Proof of continuous Workers Compensation coverage (either copy of previous Insurance Acords or a letter from your provider stating the number of years of continuous coverage will suffice).
- C14. Contractors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured and provide an endorsement as an additional insured in amounts requested by County and maintain such insurance during term of contract.

D. PROPOSAL SUBMISSION REQUIREMENTS

- D1. Proposals shall be submitted to the following address ***by 5:00 PDT on May 9, 2015:***
Andrea Armstrong, Contracts & Purchasing Administrator
County of Yuba, Administrative Services
915 8th Street, Suite 119
Marysville, CA 95901
- D2. Proposal must be submitted in a sealed envelope and clearly marked on the outside:
“Proposal for Transporting Voting Machines and Equipment”
- D3. Pricing to be provided is per polling location.
- D4. The following must be included with your proposal:
 - Statement of Qualifications/Company Profile
 - Workers Compensation History (or letter stating years of continuous coverage)
 - Proof of Insurance Coverages meeting those as attached in the Sample Agreement, Exhibit F.
 - Exhibit A: Bidders Acceptance Form
 - Exhibit B: Subcontractor List
 - Exhibit C: References

Exhibit D: Price Proposal Form

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.

The County reserves the right to award contract to multiple Contractors or to withdraw their intent to proceed with the RFP at any time.

E. TERMS AND CONDITIONS

All Proposals are subject to the following terms and conditions:

- E1. **Contract Term.** The term of the agreement resulting from this solicitation will be 2 years with the option for two (2) – one year extensions. Contract is to begin in July 2015.
- E2. **Scheduling.** Upon receipt and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete contract and discuss the actual Election dates and review all Contractor expectations.
- E3. **Contract Form.** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation and the Sample Agreement, Exhibit F.
- E4. **References.** Submissions must include a Statement of Qualifications and three references including contact information from projects similar to ours which we may contact as references. Exhibit C.
- E5. **Proposal Due Date.** In order to be considered, price proposals must be received at the above address no later than **May 9, 2015 at 5:00 PDT**. A price proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- E6. **Proposal Validity.** Proposals must be valid for a period of not less than ninety (90) days after the solicitation closing date.

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

City, State, Zip

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 PROPOSAL SUBMISSION.

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: | |

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|----------|---------------|
| 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 TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN PROPOSAL SUBMISSION.

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 PROPOSAL SUBMISSION.

EXHIBIT D - PRICE PROPOSAL

| | |
|----------------------------------|--|
| Price Per Polling Location/Site* | |
|----------------------------------|--|

*List of Polling Locations is attached in Exhibit E.

Additional information we may need to take in to account when reviewing your proposal:

EXHIBIT E – POLLING SITE SUMMARY AND ESTIMATED SUPPLIES

| Poll Site | Pre-Election Delivery | Post-Election Return |
|---|--|---|
| New Life Assembly Church 5736 Arboga Rd Olivehurst, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (2) Orange Cone (2) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (2) Orange Cone (2) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) |
| Edgewater Elementary School 5715 Oakwood Dr Marysville, CA 95901 | DRE (2) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Sign and Stand (1) | Blue Precinct Box (2) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Sign and Stand (1) |
| Feather River Center 6000 Lindhurst Ave, Ste 700 Marysville, CA 95901 | DRE (4) Equipment Tub (2) A-Frame Sign (1) Poll Star Voting Booth (12) Accessible Poll Star Voting Booth (3) Traffic Flasher (1) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) Blue Cone (1) Tables (12) Chairs (20) | Blue Precinct Box (4) A-Frame Sign (1) Poll Star Voting Booth (12) Accessible Poll Star Voting Booth (3) Traffic Flasher (1) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) Blue Cone (1) Tables (12) Chairs (20) |
| Word of Life Church 1229 Buchanan St Marysville, CA 95901 | DRE (2) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Orange Cone (2) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) Blue Cone with Arrow (1) 55" Accessibility Mat (1) | Blue Precinct Box (2) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Orange Cone (2) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) Blue Cone with Arrow (1) 55" Accessibility Mat (1) |

| Poll Site | Pre-Election Delivery | Post-Election Return |
|--|---|--|
| First Presbyterian Church 1945 Sampson St Marysville, CA 95901 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (6) Accessible Poll Star Voting Booth (2) Orange Cone (3) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (6) Accessible Poll Star Voting Booth (2) Orange Cone (3) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) |
| Yuba County Government Center 915 8 th St Marysville, CA 95901 | Poll Star Voting Booth (12) Accessible Poll Star Voting Booth (3) | Poll Star Voting Booth (12) Accessible Poll Star Voting Booth (3) |
| Cedar Lane Elementary School 841 Cedar Ln Olivehurst, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (2) Sign and Stand (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (2) Sign and Stand (1) |
| Olivehurst Public Utilities District 1970 9 th Ave Olivehurst, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Sign and Stand (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Sign and Stand (1) |
| Olivehurst Community Center 4979 Olivehurst Ave Olivehurst, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (2) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) Blue Cone with Arrow (1) Tables (2) Chairs (5) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (2) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) Blue Cone with Arrow (1) Tables (2) Chairs (5) |

| Poll Site | Pre-Election Delivery | Post-Election Return |
|--|--|---|
| Johnson Park Elementary School 4364 Lever Ave Olivehurst, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (4) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (4) |
| Yuba County Airport - Restaurant 1340 Sky Harbor Dr Olivehurst, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (2) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (3) Orange Cone (4) Corrugated Sign w/Rock Fill (1) Sign and Stand (2) Blue Cone with Arrow (1) Flood Light with Stand (1) | Blue Precinct Box (1) A-Frame Sign (2) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (3) Orange Cone (4) Corrugated Sign w/Rock Fill (1) Sign and Stand (2) Blue Cone with Arrow (1) Flood Light with Stand (1) |
| Yuba County Victim Witness 4240 Dan Ave Olivehurst, CA 95961 | DRE (2) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Orange Cone (2) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) | Blue Precinct Box (2) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Orange Cone (2) Corrugated Sign w/Rock Fill (2) Sign and Stand (1) |
| Arboga Elementary School 1686 Broadway Olivehurst, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Sign and Stand (1) Blue Cone (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Sign and Stand (1) Blue Cone (1) |
| Cobblestone Elementary School 1718 Churchill Way Plumas Lake, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) |

| Poll Site | Pre-Election Delivery | Post-Election Return |
|--|--|---|
| Rio Del Oro School 1220 Zanes Dr Plumas Lake, CA 95961 | DRE (2) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) | Blue Precinct Box (2) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) |
| Wheatland Community Center 101 C St Wheatland, CA 95692 | DRE (3) Equipment Tub (2) A-Frame Sign (1) Poll Star Voting Booth (12) Accessible Poll Star Voting Booth (3) | Blue Precinct Box (3) A-Frame Sign (1) Poll Star Voting Booth (12) Accessible Poll Star Voting Booth (3) |
| Riverside Meadows School 1751 Cimarron Dr Plumas Lake, CA 95961 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) |
| Dobbins-Oregon House Community Center (Alcouffe Community Center) 9185 Marysville Rd Oregon House | DRE (2) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (6) Accessible Poll Star Voting Booth (2) Traffic Flasher (2) Orange Cone (1) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) Blue Cone with Arrow (1) | Blue Precinct Box (2) A-Frame Sign (1) Poll Star Voting Booth (6) Accessible Poll Star Voting Booth (2) Traffic Flasher (2) Orange Cone (1) Corrugated Sign w/Rock Fill (1) Sign and Stand (1) Blue Cone with Arrow (1) |
| Yuba Feather/Ponderosa Community Center 17103 Ponderosa Way Brownsville, CA | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (2) Corrugated Sign w/Rock Fill (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Orange Cone (2) Corrugated Sign w/Rock Fill (1) |

| Poll Site | Pre-Election Delivery | Post-Election Return |
|---|--|--|
| <p>Johl Station 9274 Oroville Hwy Marysville, CA</p> | <p>DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (6) Orange Cone (6) Sign and Stand (1) Blue Cone (1) Flood Light with Stand (1)</p> | <p>Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (6) Orange Cone (6) Sign and Stand (1) Blue Cone (1) Flood Light with Stand (1)</p> |
| <p>Loma Rica Community Church 11234 Loma Rica Rd Marysville, 95901</p> | <p>DRE (2) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (1) Orange Cone (1) Corrugated Sign w/Rock Fill (1)</p> | <p>Blue Precinct Box (2) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (1) Orange Cone (1) Corrugated Sign w/Rock Fill (1)</p> |
| <p>Hallwood Church of the Nazarene 2825 Hwy 20 Marysville, CA 95901</p> | <p>DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (2) Corrugated Sign w/Rock Fill (1) Sign and Stand (2) Blue Cone (1)</p> | <p>Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (2) Corrugated Sign w/Rock Fill (1) Sign and Stand (2) Blue Cone (1)</p> |
| <p>Calvary Chapel of the Foothills 6349 Marysville Rd Browns Valley</p> | <p>DRE (2) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Traffic Flasher (1) Sign and Stand (1)</p> | <p>Blue Precinct Box (2) A-Frame Sign (1) Poll Star Voting Booth (8) Accessible Poll Star Voting Booth (2) Traffic Flasher (1) Sign and Stand (1)</p> |

| Poll Site | Pre-Election Delivery | Post-Election Return |
|---|--|---|
| Bible Baptist Church 2787 N Beale Rd Marysville, CA 95901 | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (4) Orange Cone (2) Sign and Stand (2) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Traffic Flasher (4) Orange Cone (2) Sign and Stand (2) |
| Camptonville Elementary School 16585 School St Camptonville, CA | DRE (1) Equipment Tub (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Corrugated Sign w/Rock Fill (1) Orange Cone (4) Blue Cone (1) Sign and Stand (1) | Blue Precinct Box (1) A-Frame Sign (1) Poll Star Voting Booth (4) Accessible Poll Star Voting Booth (1) Corrugated Sign w/Rock Fill (1) Orange Cone (4) Blue Cone (1) Sign and Stand (1) |

Equipment Images



Blue Precinct Boxes
Dimensions: 21.5" x 15.5" x 15"
ea



A Frame Sign
45" H x 24" W



Poll Star Voting Booths
Dimensions 23" x 19.5" x 3" each



Equipment Tubs
55 Gallon Rubbermaid (style)



Blue Cones
Rock Fill (brown boxes)
Orange Cones
Poll Signs (white boxes)



DRE Stacked for Transport

EXHIBIT F - SAMPLE PROFESSIONAL SERVICES AGREEMENT

See Attached 17 Page Sample Agreement

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for Drayage/Delivery/Transporting of Voting Machines and Equipment ("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:

Termination Date: June 30, 2017

The term of this Agreement shall become effective on July 1, 2015, and shall continue in force and effect for a period two (2) years with the option for two (2) - one year extensions 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 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.

The COUNTY'S Purchasing Agent is the representative of the COUNTY and will administer this Agreement for the COUNTY. Edward C. Senior II, President, 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 _____, 2012.

"COUNTY"
COUNTY OF YUBA

"CONTRACTOR"

Doug McCoy,
Purchasing Agent

INSURANCE PROVISIONS APPROVED

Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA

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.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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed two hundred twenty dollars per precinct \$\$\$; 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

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

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 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 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.15 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.16 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.17 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.17.1 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.17.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.18 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.19 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.20 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.21 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.22 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.23 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.24 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.25 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.26 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.27 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.28 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":

COUNTY OF YUBA

ATTACHMENT E

INSURANCE REQUIREMENTS

E. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONTRACTOR provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement

to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.3. WAIVER OF SUBROGATION CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.7. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements 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.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

COUNTY OF YUBA

ATTACHMENT F

Request for Proposal