



YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
1947 Galileo Ct., Suite 103 • Davis, CA 95618 • (530) 757-3650 • www.ysaqmd.org

**Notice of Request for Quote (RFQ)
For
Fixed Ladder Installation at Air Quality Monitoring Site**

Posted: January 16, 2026

Proposal Responses Due:
4:00 p.m. Pacific
January 30, 2026

Issued on behalf of:
The Yolo-Solano Air Quality Management District

RFQ Coordinator:
Eden Winniford, ewinniford@ysaqmd.org

Table of Contents

I. General Information.....3

II. Terms and Conditions.....5

III. Proposal Requirements.....11

IV. Evaluation and Selection Process.....13

V. Scope of Work.....14

Exhibits:

- Exhibit F: Previous Customer Reference Form
- Exhibit G: Signature Page
- Exhibit H: Non-Collusion Non-Conflict of Interest Form
- Exhibit I: Exceptions to Sample Contract

Attachments:

- Attachment 1 – Sample Contract
- Attachment 2 – Site Photos

I. General Information

A. Introduction

The Yolo-Solano Air Quality Management District (District) has prepared this Request for Quote (RFQ) and is requesting quotes from qualified and interested firms (Proposer). The District invites qualified candidates to submit quotes for installing a fixed ladder at its air quality monitoring site.

The successful Proposer shall be required to enter into a contract with the District for the installation of the fixed ladder at the District's air quality monitoring site. The successful Proposer shall be required to furnish the equipment, machinery, transportation, and other implements necessary to execute the contract. The successful Proposer will ensure the ladder and any accessory safety equipment will adhere to all applicable OSHA and Cal/OSHA requirements. The successful Proposer shall maintain a State of California Contractor's license and ensure that all employees have been trained in appropriate safety measures. The Proposer shall state their qualifications as a professional contractor, which may include previous ladder installation services provided to businesses or government agencies within the Sacramento Area, the length of time the Proposer has been performing these types of services, and any special qualifications its employees might have.

B. Background

The District is a government special district whose mission is to protect human health and property from the harmful effects of air pollution. Its jurisdiction covers all of Yolo County and the northeastern portion of Solano County, including Vacaville, Dixon, and Rio Vista. The District maintains several air quality monitors throughout its jurisdiction and provides real-time data on pollution conditions to the public.

C. Statement of Purpose

The District seeks a quote for installing a fixed ladder at its West Sacramento air quality monitoring site, which is located at 132 15th Street, West Sacramento, CA (West Sacramento Site).

Proposers who submit a response to this RFQ must have the ability to meet the requirements, including the terms and conditions contained in this RFQ.

D. West Sacramento Site Description

The West Sacramento Site is located on the rooftop of Fire Station 41 in West Sacramento, California. The District is seeking a fixed ladder with a locking mechanism and any applicable safety devices to be installed at this site to allow the Monitoring Technician to access the rooftop from the ground level outdoors. The building is approximately two stories tall. Please see Attachment 2 for a reference photo of the West Sacramento Site.

E. Instructions

a. Vendor Communications

The following RFQ Coordinator shall be the main point of contact for this RFQ:

RFQ Coordinator: Eden Winniford

Phone: 530-757-3539

E-Mail: ewinniford@ysaqmd.org

Upon release of this RFQ, all Vendor communications concerning this procurement must be directed to the RFQ Coordinator named above, unless otherwise specified in this RFQ. Unauthorized contact regarding the RFQ with other District employees of the procuring agency may result in disqualification.

Questions concerning this RFQ, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing to ewinniford@ysaqmd.org.

The District is not responsible for failure of the prospective Bidders/Offerors to check for any solicitation document updates, changes, or answers to questions posted at the District's website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the District. Any irregularities or lack of clarity in the RFQ should be brought to the attention of the District for correction or clarification.

b. Site Visit Coordination

Vendors may request a site visit by emailing ewinniford@ysaqmd.org. Please do not visit any of the sites without coordinating the visit with the District first.

c. Deadline for Written Comments

Vendors must submit written comments to the RFQ Coordinator no later than January 26, 2026.

d. Proposal Deadline

Proposals shall be submitted no later than January 30, 2026. Proposers shall respond to the written RFQ and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

e. Submitting Proposals

The required method of submitting your proposal is electronically through email. Proposals should be sent to ewinniford@ysaqmd.org. Electronic submissions submitted via email will be acknowledged with a confirmation email receipt.

It is the sole responsibility of the Proposer to ensure their proposal reaches the District before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Eden Winniford at ewinniford@ysaqmd.org for Vendor support.

Bidders/Offerors are cautioned to allow adequate time to ensure timely receipt of their proposals. The District is not responsible for any delays of the Bidder's/Offeror's proposal delivery. Late proposals shall not be accepted, nor shall additional time be granted to any potential Bidder/Offeror.

F. Synonymous Terms

As used throughout this proposal and its attachments, the following terms are synonymous:

1. Supplier, Vendor, Contractor, Proposers
2. Purchase Order, Contract, Agreement
3. Services, Work, Scope, and Project
4. Bidder, Offeror, Proposer
5. Beacon, Beacon Bid
6. "The District" refers to the Yolo Solano Air Quality Management District located in Davis, California.

II. Proposal Requirements

A. Required Proposal Submittals

1. Exhibit A: Proposed Project Details and Work Statement

The Proposed Project Details and Work Statement shall include the following information:

- Itemized cost of equipment and materials;
- Itemized cost of installation, including labor and permitting;
- Equipment specifications, including useful lifetime for the ladder, descriptions of personal fall arrest systems as applicable, and descriptions of locking mechanisms as applicable;
- Equipment warranty information;
- Description of how proposed equipment meets all applicable OSHA requirements for each site;
- Number of personnel which will be used for the installation;
- Approximate date when the installation can be performed;
- Estimated time to complete the installation; and

- Description of required permitting as applicable.

2. Exhibit B: Qualifications and Experience

In this section, the Proposer shall provide the following:

- a. Length of time the Proposer has installed fixed ladders.
- b. Any experience providing other government agencies (such as other air districts) with fixed ladder installation.
- c. Have you ever defaulted on a contract? If yes, where, and why.
- d. Have you ever been suspended or debarred by any government agency? If yes, please explain.
- e. In the past five (5) years has any claim been made against your company concerning your company's work on a project been filed in court or arbitration?
- f. Provide a statement of conflict you and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

6. Exhibit F: Previous Customer References

Provide three (3) different references. Include the name, email address, and telephone number for a contact person from each reference and the date of the sale of the property and property address for whom you have performed comparable projects, preferably during the past three (3) years.

Preference will be given for references with California, State or local government agencies. Using District's employees is not recommended.

7. Exhibit G: Signature Page

Vendor shall complete and sign the District signature page form.

8. Exhibit H: Non-Collusion Non-Conflict of Interest Statement

Vendor shall complete and sign the District form.

9. Exhibit I: Exceptions to Sample Contract

Vendor shall include a statement that the appropriate personnel have reviewed the Sample Agreement in the submitted proposal. Vendor shall complete and sign the Certification of Exception to RFQ Documents form.

B. Required Proposal Format

1. The Proposer is required to prepare their written proposal in accordance with the instructions outlined below. Deviations from these instructions may be

construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

2. The format and content of the Proposal are as follows:
 - a. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
 - b. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
 - c. All pages must be numbered sequentially.

III. Evaluation and Selection Process

A. Proposal Evaluation Process

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The District reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

B. Award of Proposal

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The District reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.

Award Evaluation Criteria:

Criteria	Description	Maximum Points
Equipment & Materials Cost	Total cost of all equipment to be installed and required materials.	35
Installation Cost	Total cost of equipment installation, including labor and permitting.	35
Useful Life	Useful life of all equipment.	10
Timeline	Installation date and completion timeframe	20
Total		100

The District reserves the right to hold interviews/discussions with selected finalists, if it is in the best interest of the District to do so. If the District decides to move forward with interviews, a separate set of criteria points will be created and added to the total.

If two or more quotes receive the same number of points, the ranking of these quotes will be determined by the lower cost offer.

C. Award Process

The District reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the Proposer can offer. The District reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the District reserves the right to add terms and conditions, deemed to be in the best interest of the District, during final negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of proposal evaluations.

The District reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. Scope of Work

A. General Description

The Vendor will install a fixed ladder at one of the District's air quality monitoring sites. The bidder must provide itemized quotes for all equipment, materials, labor, permitting, and other miscellaneous costs for each proposal. Quotes shall be valid until December 31, 2026. If a single bidder would like to propose multiple products, it must submit separate proposals for each product. Each proposed product will be evaluated separately on the same criteria.

B. Technical Requirements

a. Product Minimum Specifications

An interested bidder shall provide itemized quotes for all equipment, materials, labor, permitting, and other miscellaneous costs. All proposed ladders must meet the following minimum requirements. Please note that minimum requirements may vary depending on the specific needs of each site.

All proposed products must meet the following minimum requirements:

- Proposed ladder must meet all OSHA and other legally required ladder safety requirements;
- Proposed ladder must be permanently affixed to the building;

- Proposed ladder must have a locking mechanism to prevent public access; and
- Proposed ladder must include a personal fall arrest system, such as a cage, as required by applicable building code and safety requirements.

b. Additional Features

The District will also consider the following features in the evaluation of the product:

1. Useful life of each ladder;
2. Cost of each ladder;
3. Cost for installing each ladder; and
4. Estimated installation start date and completion timeframe.

V. Terms and Conditions

A. Proposal Preparation Costs

The District shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

B. Proposal Withdrawal

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the deadline for submitting proposals.

C. Proposal Amendment

The District shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the District formally requests such in writing.

D. Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

E. Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFQ. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

F. Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the District. The District must approve each subcontractor in

writing. The substitution of one subcontractor for another may be made only at the discretion of the District and with prior, written approval from the District.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

G. Proposal of Additional Services

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFQ, these additional goods or services may be added to the contract before contract signing at the sole discretion of the District.

H. Independent Price Determination

A proposal shall be disqualified and rejected by the District if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a District employee, or any Competitor.

I. Insurance

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1 before commencing work on the contract. The District is open to negotiating these requirements with the selected contractor, prior to contract award.

J. Licensure

Before a contract pursuant to this RFQ is signed, the Proposer must hold all necessary, applicable business and professional licenses. The District may require any or all Proposers to submit evidence of proper licensure.

K. RFQ Amendment and Cancellation

The District reserves the unilateral right to amend this RFQ in writing at any time. The District also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued it shall be provided to all Proposers through Beacon. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments.

L. Right of Rejection

The District reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ in its entirety.

Any proposal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the

terms of this RFQ and all applicable State and District laws and regulations. The District may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

The District reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the District. Where the District waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ. Notwithstanding any minor variance, the District may hold any Proposer to strict compliance with the RFQ.

M. Disclosure of Proposal Contents

All proposals become the property of the District, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the District harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the District may disclose the requested information under the CPRA."

N. Qualifications / Inspection

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The District reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFQ Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

O. Non-Waiver

The District's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFQ by the District.

P. Federal, State, and Local Laws

The successful Proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible Proposer.

Q. Governing Law

If an award is made, the contract will be made in the District of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

R. Non-Discrimination

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

S. Extensions

The District reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

T. Compliance

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by District) may be cause for the District to cancel the balance of the awarded purchase order and award will be made to the next lowest Proposer. Failure to receive District concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

U. Default

In case of default by the awarded Proposer, the District may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected Proposer, or by any other legal means available to the District. The District may also ban selected Proposer up to two years from future solicitations for default.

V. Termination for Convenience

The District reserves the right, in its best interest as determined by the District, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

W. Cancellation for Unappropriated Funds

The obligation of the District for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

X. Assignment / Transfer / Subcontracting

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFQ,

and the monies, which may become due hereunder, are not assignable without the prior written approval of the District.

Y. F.O.B. Point

All prices quoted shall be F.O.B destination, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The District is exempt from Federal Excise and Transportation taxes.

Z. Protests

The District encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The District is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFQ Coordinator of this solicitation and the District's Executive Director/APCO. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of District employee designated as the RFQ/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the Vendor's position;
- g. The form of relief requested.

The contact information for the District's Executive Director/APCO is as follows:

Gretchen Bennitt, Executive Director/APCO
gbennitt@ysaqmd.org

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFQ Protest and shall constitute a failure to exhaust administrative remedies.

The Executive Director/APCO will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Executive Director/APCO's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2. Protest of RFQ Specifications / Requirements / Terms & Conditions

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the District. Notice shall be provided prior to January 26, 2026.

Notice must be clearly marked "Notice of Protest of Specifications/Requirements/Terms & Conditions." No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3. Protest of Disqualification

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFQ. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "Notice of Disagreement." Companies who fail to do so forfeit all rights in the protest process. It is at the District's discretion to make final determinations for all disqualified protests.

4. Protest of Award of Contract

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "Notice of Protest of Award of Contract." A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

ATTACHMENT 1 - SAMPLE CONTRACT

Agreement No. XX (Short-Form Agreement)

THIS AGREEMENT is made this XX day of XX, 2025, by and between the Yolo-Solano Air Quality Management District ("DISTRICT"), and XX ("CONTRACTOR), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services: install a fixed ladder at the District's West Sacramento air quality monitoring site, which is located at 132 15th Street, West Sacramento, CA (West Sacramento Site).
2. CONTRACTOR shall perform said services between XX XX, 2025 and XX XX, 202X.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit B: Insurance Requirements.
4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, DISTRICT shall pay CONTRACTOR no more than a total amount of \$XXX.
5. Payment(s) shall be made by the DISTRICT to the CONTRACTOR within thirty (30) days of CONTRACTOR completing the project as described in Exhibit A .
6. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit B attached hereto.
7. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the DISTRICT, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, its officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.
8. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and DISTRICT in the same manner and to the same extent as CONTRACTOR is bound to DISTRICT under the Contract Documents. SUBCONTRACTOR further agrees to include the same

requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR's work. A copy of the DISTRICT'S Contract Document Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.

9. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend DISTRICT and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
10. This Agreement is subject to the District, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the District's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the District may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the District shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement. The DISTRICT shall remain obligated to pay for all units ordered by DISTRICT prior to the termination date and delivered by CONTRACTOR per this Agreement. Termination shall not affect the DISTRICT's obligation to pay for products delivered in accordance with properly issued purchase orders.
11. If CONTRACTOR fails to perform any part of this Agreement, the DISTRICT may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that DISTRICT may have, DISTRICT may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.
12. CONTRACTOR shall not be liable in damage for, nor deemed to be in default by reason of any failure to deliver or delay in delivery due to any cause beyond its reasonable control. This is to be interpreted to be inclusive of, but not limited to, delays incurred by fire, the elements, war, labor difficulties, interruptions or shortage of transportation facilities, quarantine restrictions, pandemic, inability to obtain supplies or for any cause interfering with its production facilities or those of its sources of supply.
13. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that

he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

14. CONTRACTOR understands that he/she is not an employee of the DISTRICT and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
15. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the DISTRICT'S plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the DISTRICT. CONTRACTOR shall deliver all of the foregoing to the DISTRICT upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to DISTRICT for audit and discovery purposes.
16. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
17. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

XXX

Yolo-Solano Air Quality Management District

CONTRACTOR:

By _____

Signing Authority, Title

Date _____

Street Address

City, State, Zip

Phone Number

DISTRICT:

By _____

Gretchen Bennitt, Executive Director / APCO

Date _____

EXHIBIT A

Project Timeline	
Proposed Start Date:	
Proposed Completion Date:	

Activity Breakdown				
Period		Activity Description	Expense	
Start Date	End Date			
			\$	
			\$	
			\$	
			\$	

West Sacramento Work Statement	
Contractor will obtain all necessary permits and adhere to all applicable OSHA / Cal/OSHA requirements to install a fixed ladder with a locking mechanism that prevents public access at 132 15th Street, West Sacramento, CA.	

All changes to the PROJECT must have prior written approval by the District.

EXHIBIT B

INSURANCE REQUIREMENTS

1. During the term of this Agreement, CONTRACTOR shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

A. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

- 1) Comprehensive General Liability – \$2,000,000/occurrence and \$4,000,000/aggregate that applies separately to this project (ISO CG 25 03 or 25 04). This policy shall not contain any exclusions contrary to the Agreement including but not limited to endorsements or provisions limited coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
- 2) Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
- 3) Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

B. The DISTRICT, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation.

- 1) The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the DISTRICT's or self-insurance and shall be at least as broad as CG 20 01 04 13.
- 2) The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the DISTRICT (if agreed to in a written contract or agreement) before the DISTRICT's self-insurance shall be called upon to protect it as a named insured.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

2. Other Insurance Provisions

- A. **Additional Insured Status** - The District, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate

endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

- B. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - C. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.
 - D. **Waiver of Subrogation** – Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractors may acquire against the District by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
 - 1) The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 - 2) Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the District specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - 3) The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the District reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 - 4) Any deductibles or self-insured retentions must be declared to and are subject to the approval of the District. All self-insured retentions (SIR) must be disclosed for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or the District.
 - 5) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the District.
 - 6) The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 - 7) For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the District, its officers, agents, employees and volunteers. Any insurance maintained by the District shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
3. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the District with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its

behalf. All endorsements are to be received by, and are subject to the approval of, the District before work commences. Upon District's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

4. During the term of this Agreement, Contractor shall furnish the District with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon District's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. The District reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
5. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the District in the same manner and to the same extent as Contractor is bound to the District under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the District. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
6. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the District at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

ATTACHMENT 2 - SITE PHOTOS

Installation Location Photo for West Sacramento Site



Example Acceptable Ladder Photo

