



## REQUEST FOR PROPOSAL

### RFP 901721 – Laundry Equipment Purchase and Maintenance Services

#### Notice to Prospective Proposers

October 26, 2022

You are invited to review and respond to this Request for Proposal (RFP), entitled 901721 – Laundry Equipment Purchase and Maintenance Services. In submitting your proposal, you must comply with these instructions.

The following date(s) are tentative, and subject to change at any time, without notice:

**Notice of intent to award**

November 2022

**Proposed Contract**

December 2022/January 2023

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

[https://www.yuba.org/departments/administrative\\_services/purchasing/purchasing.php](https://www.yuba.org/departments/administrative_services/purchasing/purchasing.php)

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

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

Lee Ann Hennessy, Administrative Analyst  
Department of Administrative Services  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901  
(530) 749-7880  
adminhelp@co.yuba.ca.us

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

Perminder Bains,  
Purchasing Agent,  
Director of Administrative Services

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## 1.0. SCOPE OF WORK & REQUIREMENTS

**1.1. Brief Project Description:** The County of Yuba is looking for an authorized dealer to procure and install a commercial washer and dryer at the nearly completed Tri-County Juvenile Rehabilitation Facility, located at 938 14<sup>th</sup> Street, in Marysville.

**1.2. Background:** The Tri-County Juvenile Rehabilitation Facility Project consists of design and construction of a new stand-alone facility, single-story juvenile rehabilitation facility approximately 20,080 square feet to house and provide treatment and program space for male and female juveniles in two housing units on approximately 3 acres of vacant county owned land, located at 938 14<sup>th</sup> Street, in Marysville. Once complete, the facility will consist of three program rooms, two control rooms, two housing units (with day room, storage, and interview room in each), group therapy room, medical exam room, medical office, staff breakroom, staff offices, and laundry area. Completion date is set for June 2023.

**1.3. Objectives:** Contractor must procure and install a commercial grade, non-coin operated washer and dryer. Washer and dryer must be heavy duty and available in front load, and powered by electricity. Units must be listed with Underwriters Laboratories (UL) and meet current safety requirements and standards. Units must be energy efficient with the energy star symbol. County prefers Unimac brand; equivalent brands will be considered. County is requesting maintenance services for these units

**1.4. Specifications:** Proposed washer and dryer must meet the following requirements:

- ✚ Overall dimensions for washer shall be 51" x 34" x 64".
- ✚ Overall dimensions for dryer shall be 53" x 38.5" x 77".
- ✚ Overall dimensions of the laundry room shall be 9' x 10'.
- ✚ Commercial washer must have a minimum capacity of 65 lbs.
- ✚ Commercial dryer must have a minimum capacity of 75 lbs.
- ✚ Units must handle a mixed or heavy-duty load.
- ✚ Dryer must have high limit thermostat, or overload switch, to prevent accidental overheating.
- ✚ Washer must be conservative in water use.

**1.5. Delivery and Installation:** This washer and dryer set must be procured and installed prior to final completion of the facility, set for June 2023. Contractor will need to deliver directly to the facility site, and install during normal business hours. 'Business hours' are defined as Monday through Friday, 8 a.m. to 5 p.m. The current laundry facility will be located at 938 14<sup>th</sup> Street, Marysville, CA, 95901, with appropriate hookups to water, electricity, and ventilation. For as-builds, drawings, and supporting documentation, interested Contractors will need to remit a signed copy of the Confidentiality Agreement attached to this RFP.

**1.6. Access:** Contractor shall be escorted into the facility by County Personnel. Street parking should be available. At the time of this RFP, it is unknown if Contractor will be able to park closer to the facility than the current 14<sup>th</sup> Street parking. Further specific instructions shall be given to Contractor once contract has been executed, and units are ready for installation.

**1.7. Warranty and Repairs:** Contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the County, any such defect that may become apparent within a period of one year after completion of work. Workmanship warranty shall be for one (1) year at a minimum after installation is complete. Contractor shall provide County with manufacturer's warranty, either hard copy or electronic.

**1.8. Maintenance:** County is requesting Contractor to provide maintenance services for these new units, as well as repair services upon request of the County. Maintenance services shall be provided during normal business hours. 'Business hours' are defined as Monday through Friday, 8 a.m. to 5 p.m. Non-emergency repair services shall be provided during normal business hours. Contractor may be requested outside of normal business hours for emergency repairs.

**1.9. Pricing and Invoicing:** Contractor shall provide hourly price rate and overtime rate for "on-call" repair services to perform repairs on equipment, in addition to the time and materials pricing for procurement and installation. Please see Cost Proposal section of this RFP. If Contractor requires a down payment, please specify. All invoices for the purchase and installation as well as any routine maintenance or repair services shall be sent to 1023 14<sup>th</sup> Street, in Marysville. Electronic invoicing can be accepted and arranged after award of contract.

**1.10. Insurance Requirements:** Awarded Contractor shall hold and maintain insurance throughout the duration of the Agreement. Insurance requirements must meet County's standard requirements, which can be found in Attachment E of the standard professional services agreement in the link below:

<https://www.yuba.org/Yuba%20County/Administrative%20Services/Solicitations/Contract%20Template%202020.pdf>

**1.11. Contract Requirements:** The successful Contractor will be required to sign a professional services agreement (contract) with the County. County intends to incorporate the contract provisions provided in the link above.

**1.12. Meetings and Reports:** For installation of units, Contractor shall provide County with startup testing reports, as well as an operations and maintenance (O&M) manuals in either electronic or hardcopy for. Contractor shall coordinate with County for delivery and installation scheduling specifications.

## **2.0. Responsibility Criteria**

The following submittals will demonstrate the integrity of the responsible proposer. All proposal submissions noted below are to be completed in their entirety, in the order stated below, and proceed the Responsive Criteria in the Proposal Package. Yuba County reserves the right to reject bids that do not meet the expectations of the County.

1. Proposer's Statement shall be filled out in its entirety.
2. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a formal cover letter.
3. Contract must provide letters of reference from a minimum of three (3) sources.
4. All proposers also expected to provide proof of any/all License(s) and Insurance in Proposal Package.

**PROPOSER STATEMENT**

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

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

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

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

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: _____
Addendum # _____	Initials: _____
Addendum # _____	Initials: _____
Addendum # _____	Initials: _____
Addendum # _____	Initials: _____

**3.0. Responsive Criteria**

The following pages shall describe how proposer will demonstrate compliance of a responsive proposer. Responsive proposer will use the checklist provided on page 7 to meet all requirements of this RFP. All RFP deadlines, listed below, are final unless otherwise amended by Addendum.

<b>Milestone Event</b>	<b>Due Date/Time (PST)</b>
Release of solicitation	October 26, 2022
Requests for Information	November 4, 2022
RFIs Response	November 9, 2022
Solicitation final submission	November 17, 2022; 4 p.m.

**3.1. Request for Information (RFI):** All questions must be submitted, in writing, to Lee Ann Hennessy, Administrative Analyst for Yuba County. Email, postal mail or hand-delivered questions are permitted. No questions will be answer verbally; questions will be captured and answered via addendum shortly thereafter.

**3.2. Cost Proposal:** Cost proposal must be itemized as fixed price and valid for sixty (60)-days after final submission date. Itemization to include but not limited to, direct materials, direct labor, payroll overhead, other direct costs, other expenses, total cost, profit/markup, and final proposed price. If pricing is subject to adjustment, or any other pertinent information must be disclosed, please provide detail in memorandum and attach to cost proposal. Schedule of values can be found on page 9. Vendor may also use facsimile form if the form provides more clarity and specifications of cost.

**3.3. Submission of Proposal:** Proposals should provide straightforward and detailed descriptions of the proposer’s ability to satisfy the requirements of this RFP. All hardcopy proposals must be submitted under sealed cover and sent by the dates and times stated above. Cost Proposal shall be sealed in a separate envelope from Proposal Package. A minimum of four (4) copies of the proposal must be submitted in addition to the original. The original proposal must be marked, “ORIGINAL.” All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided. Please mark and send to the address below:

Administrative Services, Purchasing Agent  
 915 8th Street, Suite 119  
 Marysville, CA 95901  
 901721  
 Laundry Equipment Purchase and Maintenance Services  
**DO NOT OPEN**

## PROPOSAL SUBMISSION CHECKLIST

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

- Statement of Experience (Cover Letter)
- Reference Letters
- License(s)/Bonds/Insurance
- Proposer's Statement
- Scope Statement, to include, but not limited to the following
  - Scope of Work
  - Proposer Responsibilities
  - County Responsibilities
  - Proposer Deliverables
  - Assumptions (if any)
  - Constraints (if any)
- Cost Proposal (*Separate Envelope*)
- Bid Compliance Forms (Attachment A)

**COST PROPOSAL**

Cost proposal shall be in the form of a schedule of values for large projects, and time and materials for services. Contractors can use the table below, or facsimile form.

**Equipment Installation:**

Description	Price Per Unit	Quantity	Total Cost
Washer	\$	1	\$
Dryer	\$	1	\$
Additional Hardware, if applicable	\$		\$
	\$		\$
	\$		\$
Total Materials			\$
Description	Price Per Hour	No. of Hours	Total Cost
Installer Rate	\$	1	\$
Installer Supervisor Rate	\$	1	\$
Administrative Rate	\$		\$
Additional Labor, if applicable	\$		\$
	\$		\$
Total Labor			\$
		Freight	
		Sales Tax	
<b>TOTAL PROJECT COST</b>			<b>\$</b>

**Maintenance and Repair Services:**

Annual Maintenance Cost: \$ \_\_\_\_\_

If maintenance is recommended on a more frequent basis, please specify below:

Monthly     Quarterly     Semi-Annually    Rate: \$ \_\_\_\_\_

Hourly Rate for Non-Emergency Repair                      \$ \_\_\_\_\_

Hourly Rate for Emergency Repair                              \$ \_\_\_\_\_



#### **4.0. Evaluation Criteria**

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

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

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

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

If any actual or prospective bidder, offeror, or contractor wishes to file a protest, may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days from the day the bid tabulation and notice of intent to award are distributed. All protests must be sent by certified or registered mail.

#### **5.0. Small Business Preference and DVBE**

Small Businesses and DVBE welcome to apply.

#### **6.0. Sample Agreement**

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

[https://www.yuba.org/departments/administrative\\_services/purchasing/purchasing.php](https://www.yuba.org/departments/administrative_services/purchasing/purchasing.php)

#### **7.0. Terms and Conditions**

Please see the last page of this RFP for all Terms and Conditions for Solicitations. Please note: pursuant to Public Contract Code 3247, Contractors will be required to provide a performance bond for projects in excess of \$25,000.

**8.0. ATTACHMENTS**

**BID COMPLIANCE FORMS**

The following pages shall certify and declare that persons or entities interested in contracting with Yuba County are in compliance with the following laws of the State of California:

Gov. Code 8355 - Drug Free Work Place Certification

Public Contract Code 7106 – Non-Collusion Declaration

Labor Code section 1861 - Workers' Compensation Certification

These must be signed and returned along with all the “required attachments” as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions. Do not include this page in proposal submission.

**DRUG FREE WORKPLACE CERTIFICATION**

Pursuant to Government Code 8355, any persons or entities awarded a contract for services from any state agency and sub-divisions herein, shall certify a drug free workplace by doing the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specify the actions that will be taken against employees for violations of the prohibition.

Establish a drug-free awareness program to inform employees about the following:

- 1. Dangers of drug abuse in the workplace
- 2. Person or entity's policy of maintaining a drug-free workplace.
- 3. Available drug counseling, rehabilitation, and employee assistance programs.
- 4. Awareness of penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract be given a copy of the aforementioned statement required, as a condition of employment, and employee agrees to abide by the terms stated.

Therefore, persons of entities shall comply with the Government Code, and make good faith efforts to continue to maintain a drug-free workplace through the duration of the contract. Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the regulations of Government Code 8355, as stated above?

YES

NO

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this certification is executed on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(Date) (City) (State)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### NONCOLLUSION DECLARATION

Pursuant to PCC 7106, this declaration shall be executed by the contractor and submitted with complete bid. This must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with solicitation instructions.

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.  
(Title) (Firm)

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agree with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
(Date) (City) (State)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

Pursuant to California Labor Code 1861, upon receiving award of Contract, Contractor agrees to execute the following Acknowledgement:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Which is hereby acknowledged,

\_\_\_\_\_  
(Company Name)

Acting herein by and through

\_\_\_\_\_  
(Authorized Individual’s Name)

Its

\_\_\_\_\_  
(Title of Authorized Individual Whose Signature Appears Above)

## YUBA COUNTY STANDARD TERMS AND CONDITIONS – SOLICITATIONS

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

1. **Agreement.** "Terms and Conditions" stated in this document shall apply to this Contract between the Bidder and County. Any other terms and conditions must be agreed to by the County in writing. Upon submittal of this proposal, the Bidder agrees to abide by these Terms and Conditions. This Solicitation is binding on the heirs, successors, assigns, and representatives of the Bidder.
2. **Acceptance.** Acceptance of Solicitation Bid implies the acceptance of all Terms and Conditions contained herein, and all specifications, drawings, and additional terms and conditions referred to herein and/or attached hereto. Read them carefully. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The County may reject any or all bids and may waive any immaterial deviation in a bid. The County's waiver of immaterial deviation shall in no way modify the Bid document or excuse the proposer from full compliance with all requirements if awarded the agreement. Bidder should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and all specifications. No oral understanding or agreement shall be binding on either party.
3. **Modifications and Amendments.** If it is determined amendments to the Solicitation are necessary, addenda shall be issued and sent to all bidders. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline as set forth in the Bid Process Dates. Bid modifications offered in any other manner, oral or written, will not be considered. A bidder may withdraw its bid by submitting a written withdrawal request to the County, signed by the bidder or an authorized agent in accordance with the Department of Administrative Services. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline. More than one bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
4. **Compliance with Law.** Bidder shall be subject to and comply with all Federal, State, County, and local regulations with respect to its performance and any disputes arising under this Bid, including but not limited to, licensing, employment, purchasing practices; wages, hours, and conditions of employment, and nondiscrimination; the Fair Labor Standards Act of 1938 as amended; Executive orders and rules and regulations of the President's Committee on Equal Employment Opportunity; and the California Occupational Safety and Health Act of 1973. In addition, the applicable regulations of the Fair Employment and Housing Act Commission implementing Gov. Code §12990 (a)-(f), are incorporated into this contract by reference and made part hereof as if set forth in full (Cal. Code Regs, tit. 2., §7285.0 et seq.). Contractor and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. **Indemnification.** The Bidder agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, demands, and judgments made or recovered against the County for damages to real, tangible, or personal property, including injury or death, in connection with this Solicitation to the extent such damage, injury, or death was caused by negligence, intentional, or willful misconduct of Bidder during the operations in connection with the performance of work or duties undertaken as a result of the acceptance of this Bid.
6. **Insurance.** Bidder shall provide proof of at least \$1,000,000 General Liability coverage, unless otherwise specified. Bidder's shall be required to provide a certificate of insurance naming County as additional insured before beginning work/services in amounts specified by County for the term of a Contract.
7. **Jurisdiction.** This Solicitation is made in the County of Yuba and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Bid shall be instituted and prosecuted in the courts of the County of Yuba, State of California.
8. **Endorsements.** Bidder shall not in its capacity as a Bidder with the County publicly endorse or oppose the use of, or attribute qualities or lack of qualities of, any particular brand name or commercial product / service without the prior approval of the County. Bidder shall not imply County's endorsement of Bidders products or name.
9. **Inspection.** Bidder's performance, place of business, and records pertaining to this Bid are subject to monitoring, inspection, review, and audit by authorized representatives of the County, State of California, and Federal Government. County of Yuba will verify compliance of business at [www.SAM.gov](http://www.SAM.gov).
10. **Records.** Bidder shall keep and make available for inspection and copying by authorized representatives of the County, State of California, and Federal Government, the Bidder's regular business records and such additional records pertaining to this Bid as may be required by the County. County shall retain all documents pertaining to this Solicitation for three (3) years from the Solicitation ending date and for any further period that is required by law.
11. **Costs.** Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the County of Yuba.
12. **Contractors:** If Applicable, Bidder shall possess license(s) required in the bid at the time a Contract is awarded (PCC3300). Bidder shall provide a Payment Bond for public works projects, when project is in excess of \$25,000 (PCC3247). For public works projects greater than \$1000, the Bidder shall pay the general prevailing rate of per diem wages to all workers employed on Bided project as established by the California Department of Industrial Relations (PCC1770-1780). Bidder shall be required to maintain and furnish upon request, a certified copy of each weekly payroll containing a signed statement of compliance (PCC1771.5(b)(3)).
13. **Assignment.** This order or any payment due hereunder is not assignable by Bidder without written approval of County.
14. **Confidential Bid Information.** No part of the Bid response is to be marked as 'confidential.' County may refuse to consider any bid response marked as such. County shall not be liable in any way for disclosure of any such records. All bid responses shall become the property of Yuba County. County reserves the right to make use of any information or ideas contained in submitted bid responses. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.) Each bid received, with the name of bidder, shall be recorded, and records will be open to public inspection after award of Contract.
15. **Activities on Premises and County Confidentiality.** Site-walks and pre-bid conferences are subject to a Confidentiality Agreement. Bidders will be required to accept and sign before execution of event. Bidder must meet all County facility safety and security guidelines. Bidder must maintain compliance with all Federal, State, and local confidentiality regulations. At no time shall Bidder's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any County information that they come across in the performance of this Bid.
16. **Time is of Essence.** All deadlines non-negotiable and are as set in Solicitation, unless otherwise adjusted in Addendum form. County reserves the right to reject bids that do not comply with any deadline.
17. **Conflicts of Interest.** Bidder, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Bid to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under California Government Code Section 87100, et seq., or otherwise.
18. **Safety and Security Guidelines.** Supplier must meet all County facility safety and security guidelines including but not limited to background checks through the County Sheriff's Department at Supplier's expense.
19. **Cancellation.** County reserves the right to terminate any contract, purchase order, or award, in whole or in part at any time, when in the best interests of the County, without penalty or recourse. Upon receipt of written notice, supplier shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the County. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
20. **Loss Leader.** It is unlawful for any person engaged in doing business within the State of California to sell or use any article or product as a "loss leader" as defined by Section 17030 of the Business and Professions Code, pursuant to Public Contract Code Section 10302.
21. **Civil Rights Certification.** All person(s) or organization(s) submitting a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that the person(s) or organization(s) complies with Public Contract Code §2010 as it pertains to Unruh Civil Rights Act and California Fair Employment and Housing Act.
22. **Ethical Compliance.** In submitting a proposal or bid, Contractor, its employees, agents, representatives and sub-contractor(s) shall at all times maintain high ethical standards and avoid conflicts of interest in employees, officers, agents, and representatives shall comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs, or similar unethical practices, pursuant to Contractor Code of Business Ethics and Conduct §52.203-13. If any action arises during the term of agreement, County reserves the right to suspend or terminate contract without penalty.