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Issue Date: October 3, 2013

Equal Opportunity Employer

**THE COUNTY OF MERCED
DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING**

**INVITATION FOR BID
BID NO. 7016**

**FOR:
2014 JOHN DEERE 670G MOTOR GRADER
COMMODITY CODE: 765.00**

Notice is hereby given that sealed bids will be received at the Merced County Department of Administrative Services-Purchasing until 4:00 P.M., local time, on **Monday, November 4, 2013**, at which time they will be publicly opened, read and **published to the web** for the furnishing and delivering of a John Deere 670G Motor Grader. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked with the bid number and bid submittal deadline date on the outside and mailed or delivered to:**

County of Merced
Department of Administrative Services-Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attn: Frank C. Rybka, C.P.M., CPPB
Procurement Specialist II
Phone: 209-385-7331 Ext. 4361
Fax: 209-725-3535
E-Mail: [frybka@co.merced.ca.us](mailto: frybka@co.merced.ca.us)

Any bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Department of Administrative Services-Purchasing by the Bid Submittal Deadline. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL), OR FACSIMILE BIDS OR MODIFICATIONS WILL BE CONSIDERED. BIDS RECEIVED AFTER THE BID SUBMITTAL DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

BID SUBMITTAL DEADLINE: 4:00 P.M., MONDAY, NOVEMBER 4, 2013

BIDS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING TIME CLOCK READS 4:01 P.M.

STRIVING FOR EXCELLENCE

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**SECTION 1
TECHNICAL SPECIFICATIONS
BID NO. 7016**

FOR FURNISHING ONE (1) 2014 JOHN DEERE 670G MOTOR GRADER

GENERAL DESCRIPTION OF INTENDED USE

Merced County's Department of Public Works requires a motor grader for various road projects.

The unit bid shall be diesel powered. The specified equipment shall meet all Federal and California emission standards.

All chassis and grader components necessary for complete and proper functioning of the grader shall be included in the bid, and shall conform, in all respects, to those normally provided for motor grader operations. The unit shall be delivered completely assembled, serviced and ready to operate.

Bidder shall initial in the space provided for Minimum Specifications and Options to indicate that the bidder has read that item and is capable of supplying the item required. Do not initial the item if you are unable to supply the item as required. If unable to supply an item, indicate in writing the alternates that you can supply. **This bid is for a 2014 John Deere 670 G Motor Grader, no substitutes.** The total proposed price on the proposal page must include all of the specifications and options that are initialed or offered by the bidder.

Specifications:

Bidders

Initials

- 1) _____ 2014 John Deere 670 G Motor Grader.
- 2) _____ 2014 John Deere 670G with Standard Hydraulic Controls.
- 3) _____ No Topcon Grade Control Base Kit Installed.
- 4) _____ No Topcon Radio Installation.
- 5) _____ JDLink Ultimate Cellular for the Americas, excluding Costa Rica.
- 6) _____ John Deere PowerTech PSX 9.0L meets EPA IT4 / EU Stage IIIB Emissions (220 Net Peak hp).
- 7) _____ Engine Exhaust with Flat Black Stack for 9.0L (EPA IT4 / EU Stage IIIB only).
- 8) _____ Heavy Duty Dual Input Gearbox with Slip Clutch.
- 9) _____ Standard Fuel and Water Filtration.
- 10) _____ No Fast Fill Fuel System.

- 11) _____ Hydraulic Pump Disconnect.
- 12) _____ 130 amp Alternator.
- 13) _____ No Quick Service Group.
- 14) _____ Low/Cab w/Lower Front and Side Opening Windows.
- 15) _____ No Sound Absorption Package.
- 16) _____ No Rear Camera.
- 17) _____ Air Conditioner Refrigerant Charged.
- 18) _____ Exterior Mounted Rearview Mirrors.
- 19) _____ 24-to-12 Volt Converter (30 amps peak/25 amps continuous).
- 20) _____ AM/FM Radio with CD and Weather Band (WB).
- 21) _____ Lower Front Intermittent Wiper and Washer.
- 22) _____ Powered Cab Air Pre-cleaner.
- 23) _____ Standard Fabric Air Suspension Seat with Armrests and Headrest.
- 24) _____ Autoshift Transmission.
- 25) _____ No Transmission Solenoid Valve Guard.
- 26) _____ Grading Lights (10 Halogen Lights).
- 27) _____ 12 Ft. x 27 In. x 1 In. (3.66M x 686mm x 25mm) with 8 In. x ¾ In. (203mm x 19mm) Cutting Edge and 5/8 In. (16mm)) Hardware.
- 28) _____ Reversible Overlay End Bits.
- 29) _____ No Moldboard Extensions.
- 30) _____ Blade Impact Absorption System.
- 31) _____ Extended Life Bronze Wear Inserts.
- 32) _____ Oil, SAE 10W30.
- 33) _____ Front Push Block.
- 34) _____ Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin.

- 35) _____ 17. R 25 Inch G3/L3 Single Star XHA Michelin Radial Tires with three piece rims.
- 36) _____ (2) Group 4D Batteries.
- 37) _____ No Front Fenders.
- 38) _____ English Labels and Decals.
- 39) _____ Base Hydraulics – Four Function Controls.
- 40) _____ Base Hydraulics with one Auxiliary Function Control.
- 41) _____ Front Window Movable Sun Visor.
- 42) _____ Rear Retractable Sun Shade.
- 43) _____ Flip Down Cab Beacon Bracket (LH).
- 44) _____ Decelerator.
- 45) _____ 5.0 lbs. multipurpose) ABC) Dry Chemical Fire Extinguisher.
- 46) _____ Warranty to be provided to cover a minimum of 12 months, unlimited hours. All warranty information **must be included with the Bid package.**

All equipment cataloged as standard from the factory shall be furnished by the factory and included in the purchase price. All requested options which are not part of any standard package shall be furnished and installed by the factory unless otherwise specified, and shall also be included in the purchase price. Options which the factory is unable to furnish will be subject to approval or rejection by the County.

In the space provided in Attachment C, please list at least three (3) references in Northern California for the diesel powered motor grader that your firm is proposing in this Bid.

SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST

1. Calendar

- | | |
|---|------------|
| a. Availability of Invitation for Bid | 10/03/2013 |
| b. Submittal of Questions / Corrections – Section 3.2 | 10/24/2013 |
| c. Closing Date for Invitation for Bid – Section 3.3 | 11/04/2013 |

2. Submittal Checklist

- | | | |
|-------------------------|--------------|---------------|
| a. Signature Sheet | Attachment A | Section 3.1.a |
| b. Bid Cost Sheet | Attachment B | Section 3.1.a |
| c. Reference List | Attachment C | Section 3.4 |
| d. Special Requirements | Attachment D | Section 4.18 |

SECTION 3
INSTRUCTIONS FOR SUBMITTING BIDS

1. Bid Submittal

- a. Bid must be submitted on the form(s) provided by and made available at the Office of the Merced County Department of Administrative Services-Purchasing, 2222 "M" Street, Room 1, Merced, CA 95340. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have signature sheet, (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The bid cost sheet, (**Attachment B**) to be completed, signed and returned with bid submittal.

Bids not submitted on the form(s) provided may not be considered by the Department of Administrative Services-Purchasing.

- b. All bids shall be presented under sealed cover, clearly identified on the outside to read:
- Name of the bidder
 - Address of the bidder
 - Subject of the Bid
 - Invitation for Bid Number
 - Bid Submittal Deadline Date
- c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **one (1) copy**.
- d. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.
- e. All prices shall be bid F.O.B. DESTINATION only.
- f. Delivery dates of all items/services shall be specified on the bid.
- g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder

has notified the County in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the County that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

- i. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2. **Interpretation, Corrections and Addenda**

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, has any questions in relationship to the requirements as specified in Section 1, or any other related matters, they shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth herein:

Deadline for submission of questions: **October 24, 2013**

No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in the bid will be made only by written addendum, issued by the Department of Administrative Services-Purchasing Division to each firm in receipt of the Invitation for Bid and shall be incorporated in the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may FAX, E-mail or mail the contact person as shown on the "Cover Sheet".

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

3. **Bid Submittal Deadline**

The bid must be received in the Merced County Department of Administrative Services - Purchasing by 4:00 P.M. local time on **Monday, November 4, 2013**. For the purposes of this bid, the time specified will be as defined by the Date/Time machine in the Office of the Department of Administrative Services-Purchasing, 2222 "M" Street, Room 1; Merced, California 95340. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such bid.

4. References

Provide a list of at least three (3) three customer references, (**Attachment C**) which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

5. Specific Compliance

All bidders will be required to abide by all applicable Federal and State laws and regulations.

6. Acceptance Test

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, County, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating, that, in County's sole opinion that such items/services performs in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, County shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies, disclosed by the acceptance test. County may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, County shall have the option of immediately terminating any purchase order issued as a result of this bid without financial liability or penalty of any kind, or, with mutual agreement the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to County during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period. If County elects to termination any purchase order issued as a result of this bid, the successful bidder shall refund all monies received from County up to the period of termination, within thirty (30) calendar days from receipt of written termination by County.

**SECTION 4
GENERAL TERMS AND CONDITIONS**

1. Bid Rejection/Waiver of Informalities

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS.

The County's decision shall be final. The County's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the bid.

2. Bonding Requirements

If required, before execution of the contract with the successful bidder by the County, the successful bidder shall file with the County the necessary bonds satisfactory to the County in the amounts and for the purposes noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. The successful bidder shall pay all bond premiums, costs and incidentals.

3. Condition of Equipment Bid

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

4. Brand Names

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturers brand and model number, or level of quality. The determination of the Department of Administrative Services-Purchasing as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

5. Payments, Invoicing and W-9 Certification Form

Invoices in triplicate, shall be mailed or delivered to the County Department whose name and address shall appear in the "INVOICE TO" section of any purchase order and/or contract as a result of this bid.

In addition to the itemized invoice(s) submitted by the successful bidder for payment, the successful bidder must also complete and submit a Form W-9, "Request for Taxpayer Identification Number and Certification", (www.irs.gov/pub/irs-pdf/fw9.pdf) to the County. Both invoice(s) and W-9 form shall be forwarded to the County at the address indicated in the purchase order and/or contract. Upon approval by the County, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to Section "Acceptance Test", and receipt of a proper invoice(s).

6. Delivery Hours

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Friday.

7. Damage of Items

All damages pursuant to items received by County due to the successful bidder's negligence shall be the responsibility of successful bidder to replace.

8. Alternate Bids

Alternate bids will not be considered.

9. Cash Discount

In connection with any cash discount specified on this bid, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received in the County department requesting such items/equipment, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

10. Pricing

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/ reductions in price shall be immediately applicable so that County may have benefit of such lower prices.

11. Risk of Loss

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, County shall bear risk of loss.

12. Prior to Shipment

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece-of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

13. F.O.B. Point

F.O.B. Destination to include inside delivery to:

**MERCED COUNTY
DEPARTMENT OF PUBLIC WORKS
ROAD DIVISION
2154 WARDROBE AVENUE
MERCED, CA 95341**

14. Examination of Bid Documents

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirements of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the County's Department of Administrative Services-Purchasing. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the County.**

All other questions should be directed to the buyer shown on the "Cover Sheet" of this Invitation for Bid (IFB).

15. Request for Changes

The County reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the County. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the County's Department of Administrative Services-Purchasing will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

16. Insurance

Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR

and/or deductible.

a. Requirements and Limits:

1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.
2. Automotive Liability: \$1,000,000.00 per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage.
3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.

b. Insurance Conditions.

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include Merced County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful bidder to furnish insurance during the term of the contract.
3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by County and the successful bidder. Insurance questions may be directed to the Department of Administrative Services-Purchasing for response from the County's Risk Manager.

17. Qualification of Bidder

The County may make such investigation as it deems necessary to determine the ability of the

bidder to provide the services requested herein, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the County that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

18. Subcontracting

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under this bid. **(Attachment D)** The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

19. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the County may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the County. Prices paid by the County must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Department of Administrative Services-Purchasing.

20. Cancellation of Purchase Order and/or Contract

The County may terminate any purchase order and/or contract derived from this bid as follows:

- a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.
- b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

The successful bidder may not cancel any purchase order and/or contract derived from this bid, without prior written consent of the Department of Administrative Services-Purchasing.

21. Rejection of Bid

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM

DATE OF BID OPENING.

22. Nondiscrimination

- a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, martial status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.
- b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

23. Non-discrimination of the Disabled

The County will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The County is committed to provide access to all County services, programs, and meetings open to the public for people with disabilities.

In this regard the County and all of its vendors and bidders will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

24. Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the state of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of

California.

25. Taxes

Sales Tax should be shown separately on the bid form, when and where indicated. The County is exempt from Federal Excise Tax and should not be included in your bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.

26. Samples

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

27. Liabilities

The bidder shall hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or bidder because of the unauthorized use of such items.

28. Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

29. Warranty, Successful Bidder

Successful bidder shall fully warrant all materials and equipment furnished under the terms of this bid against poor and inferior quality, for a period of not less than one (1) year, unlimited hours, from date of the final acceptance by the County. While under warranty, successful bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations.

SECTION 5 AWARD OF BID

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration.

1. Lowest Responsive Bidder

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

2. Lowest Responsible Bidder

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the County;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

3. Award

The County reserves the right to:

- a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the County. The Department of Administrative Services-Purchasing's decision shall be final;

An evaluation of the bidder's ability, quality, and performance as set forth under Section 5.1, "Most Responsive Bidder" and Section 5.2, "Lowest Responsible Bidder", of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4. Notice of Intent to Award

A “Notice of Intent to Award” will be sent to all participating Bidders upon conclusion of validation and evaluation of all bids submitted. This “Notice of Intent to Award” will be sent to all participating Bidders by U.S. postal mail, facsimile, and/or email.

5. Debriefing

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder’s bid response. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County’s Department of Administrative Services-Purchasing Division at 2222 “M” Street, Merced, California 95340 within three (3) working days following the County’s U.S. postal mail, email, or facsimile of the “Notice of Intent to Award”. Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the evaluators’ determinations of your company’s submitted bid as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the bid’s specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County’s Invitation For Bid is the exclusive and sole remedy and means of receiving information upon the respective Bidder’s evaluation and preliminarily challenging of the award.

6. Protest

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above. Should an unsuccessful Bidder request a debriefing, and believes its submittal to be the most responsive to the County’s Invitation For Bid and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County’s notification to award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 “M” Street
Merced, California 95340

All protests in relationship to the County’s intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County’s U.S. postal mail, facsimile, or email of the “Notice of Intent to Award” to the Bidder.

7. Protest Procedures

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy. A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

**ATTACHMENT A
SIGNATURE SHEET**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

County Business License No. _____ Expiration Date: _____

State Business License No. _____ Expiration Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

**ATTACHMENT B
 BID COST SHEET**

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item Number	Qty	Description (Model / Manufacture #)	Unit Price	Tax 8.00%	Total
01	1	2014 JOHN DEERE MODEL 670G MOTOR GRADER PER THE SPECIFICATIONS CONTAINED IN SECTION 1 OF THIS BID.			
GRAND TOTAL				\$	
Date:		Signature:			

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

**ATTACHMENT C
REFERENCE LIST**

1) NAME: _____

ADDRESS: _____
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

2) NAME: _____

ADDRESS: _____
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

3) NAME: _____

ADDRESS: _____
 P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT D

**SPECIAL REQUIREMENTS
REQUIRED FEDERAL AID - CONTRACT CLAUSES**

1. The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>
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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS Bid)

2. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder _____,
proposed subcontractor _____, hereby
certifies that he has ____, has not ____, participated in a previous contract or subcontract
subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246,
and that, where required, he has filed with the Joint Reporting Committee, the Director of the
Office of Federal Contract Compliance, a Federal Government contracting or administering
agency, or the former President's Committee on Equal Employment Opportunity, all reports due
under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

3. **PUBLIC CONTRACT CODE**

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares, under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

4. **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

5. **PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

6. **Noncollusion Affidavit**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the County of Merced, Department of Administrative Services:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

7. **DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

8. **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

9. **BUY AMERICA**

DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

Buy America Waiver Notification

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Notice

Authority: 23 U.S.C. 313; Pub. L. 110-161, 23 CFR 635.410

Issued on: June 6, 2013

Victor M. Mendez,

Administrator, Federal Highway Administration

[FR Doc. 2013-14146 Filed 6-14-13; 8:45 am]

BILLING CODE 4910-22-P

In part:

“This notice provides information regarding the FHWA’s finding that a conditional Buy America waiver is appropriate for the obligation of Federal-aid funds for the purchase of 74 vehicle projects [including sedans, vans, pickups, SUVs, trucks, buses, and equipment, such as backhoes, street sweepers, and tractors].

Based on all the information available to the agency, the FHWA concludes that there are no domestic manufacturers that could meet a 100 percent domestic steel and iron content for the 74 vehicle projects [including sedans, vans, pickups, SUVs, trucks, buses, and equipment, such as backhoes, street sweepers, and tractors].

In conclusion, and in light of the above, pursuant to 23 U.S.C. 313(b)(1), the FHWA finds that it is in the public interest to grant a conditional waiver from the general 100 percent domestic content requirement that applies to Federal-aid highway projects under Buy America. Under this conditional waiver, however, the final assembly of any vehicles purchased with HTF funds must occur in the United States. Thus so long as the final assembly of the 74 vehicle projects (including sedans, vans, pickups, SUVs, trucks, buses, and equipment such as backhoes, street sweepers, and tractors) occurs in the United States, applicants to this waiver request may proceed to purchase these vehicles and equipment consistent with the Buy America requirement.”