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Issue Date: November 5, 2013

Equal Opportunity Employer

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

**INVITATION FOR BID
BID NO. 7026**

**FOR:
2014 FULL SIZE PASSENGER VANS,
MINI PASSENGER WAGON AND
MINI CARGO VAN
COMMODITY CODE: 975.14**

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 **Wednesday, November 27, 2013**, at which time they will be publicly opened, read and **published to the web** for the furnishing and delivering of 2014 Full Size Passenger Vans, Mini Passenger Wagon and Mini Cargo Van. 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

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., WEDNESDAY, NOVEMBER 27, 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
2014 FULL SIZE VANS
2014 FORD TRANSIT CONNECT PASSENGER WAGON
2014 FORD TRANSIT CONNECT CARGO VAN
BID NO. 7026

GENERAL:

These specifications describe the requirements for 2014 Full Size Passenger Vans, 2014 Transit Connect Passenger Wagon and a 2014 Transit Connect Cargo Van. The equipment specified is to be placed into service by the Merced County Mental Health Department. The specifications for the 2014 Full Size Passenger Vans, 2014 Transit Connect Passenger Wagon and a 2014 Transit Connect Cargo Van represent features best suited to the intended use of the equipment and are not intended to exclude equipment that may vary slightly from these specifications. Judgment of the exceptions is to rest with Merced County Administrative Services-Purchasing. As part of this bid, bidder must provide an exception page for each item bid listing any exception(s) taken to the specifications. If exception(s) are not noted, the County will assume the bidder will meet all of those requirements and assume full responsibility to meet the specifications.

**TECHNICAL SPECIFICATIONS
2014 FULL SIZE PASSENGER VAN**

**1.0 2014 FULL SIZE 2WD, RWD PASSENGER VAN
AS FOLLOWS:**

QUANTITY: 3

2.0 CLASSIFICATION:

Vehicles offered must meet or exceed the following values:

Standard Seating	8
Wheelbase	135 inches
Engine Horsepower	255
No. of Cylinders	8
GVRW	8,600 lbs.
Payload	2,820 lbs.

3.0 SPECIFICATIONS:

Each vehicle delivered shall be fully compliant with all Federal and State regulations for full size vans in effect as of the date of manufacture.

3.1 Safety: The vehicles delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements for passenger vans in effect as of the date of manufacture.

3.2 Emission Control: The engine shall be California Air Resources Board (CARB) certified to operate on-highway in the State of California at the time of manufacture.

4.0 REQUIREMENTS:

4.1 General: Each vehicle shall be new (unused), current production. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature unless specifically deleted as stated in this specification or Invitation for Bid. Optional equipment necessary to meet the minimum requirements of this specification shall be installed.

All equipment/options are to be factory installed. If the equipment/options are not available from the factory, dealer installed equipment/accessories may be acceptable. The bidder is to specify those items that will be dealer installed. All equipment shall be installed prior to delivery.

4.2 Engine: The engine shall be designed to operate on regular unleaded, 87 octane gasoline as available from any reputable retail pump in California.

- 4.3 Cooling System:** The cooling system shall be a liquid pressurized, forced circulation type. A coolant recovery system shall be furnished. The cooling systems shall provide protection from ambient temperatures ranging from -32°F to 120°F.
- If the vehicle is equipped with a trailer-towing package, as specified herein or optioned for on the purchase order, the vehicle shall be equipped with the maximum cooling system available from the manufacturer.**
- 4.4 Electrical System:** The vehicle shall come equipped with a 12-volt electrical system specifically designed to handle the load requirements of the vehicles, equipped with options, as specified herein.
- 4.5 Transmission/Driveline:** The vehicle shall be equipped with the manufacturer's standard automatic-overdrive type transmission providing not less than four (4) forward speeds and one (1) reverse speed and shall include the manufacturer's standard transmission cooler.
- 4.6 Steering:** The vehicle shall have the manufacturer's standard power-assisted steering.
- 4.7 Brakes:** The vehicle shall be equipped with the manufacturer's standard power assisted service brakes with a four wheel, electronic anti-lock brake (ABS) system.
- 4.8 Wheels and Tires:** The vehicle shall be equipped with the OEM's standard tubeless type radial tires mounted on OEM approved rims. Tires shall be the OEM's recommended tread design for the type vehicles ordered. As a minimum, all tires shall be the all-season tread design and labeled for Mud and Snow (M/S) service. All "on ground" tires and wheels shall be identical (i.e. no cross brands or models). Each full-size van (passenger or cargo) shall be equipped with a full-size spare tire and wheel mounted and secured on a production-type carrier. All tires and wheels shall be properly balanced. Drive tire clearance shall be adequate for normal operation of the vehicles when loaded to capacity and equipped with winter anti-skid chains or cables.
- 4.9 Axles/Springs/Frame:** As required for vehicle GVWR.
- 4.10 Trailer-Towing Package:** Vehicles equipped with a trailer-towing package shall include a frame mounted, 2-inch receiver type hitch and a 7-wire trailer electrical harness. The hitch shall be rated as a **SAE class III hitch**. A receiver insert, ball, and trailer electrical plug are not required.
- 4.11 Fuel Tank:** The vehicles shall be equipped with the manufacturer's standard fuel tank.
- 4.12 Air Conditioning:** The vehicles shall be equipped with the manufacturer's standard, factory installed, CFC free, dehumidifying/all weather air-conditioner. The air conditioning system shall include, but shall not be limited to, necessary insulation, increased engine cooling capacity, including recovery system, plus increased alternator and battery capacity. **Passenger vans shall be equipped with front and rear air conditioning.**

4.13 Body/Cab: The passenger vans shall be the three-door type body style with rear panel doors.

The passenger vans shall be equipped with full-length side and door windows. All side and rear windows behind the driver shall incorporate the manufacturer's standard "privacy tint" to reduce the amount ultraviolet rays entering the van's interior.

Front seats shall be high back with integral head restraints. All seats shall have a head restraint.

4.14 Exterior Color: The exterior color shall be selected from the manufacturer's published listing of factory available colors. The paint color and scheme will be identified on the Purchase Order.

4.15 Interior/Seat Upholstery: The interior color shall be the manufacturer's standard color supplied with the exterior color specified. Seat upholstery shall be all cloth.

4.16 Miscellaneous Equipment: The following items, supplementing if necessary those items already cataloged as standard equipment, shall be furnished and in place.

- Exterior Color: White
- Interior Color: Medium Grey
- Multi-speed fresh air ventilator with heater (front and rear) and windshield defogger system
- Seat belts for all seating positions
- Dual front air bags
- Less air bag switch
- Sun visors for driver and front passenger positions
- Dome light(s), with door activated switches
- Inside hood release
- Manufacturer's standard AM/FM Stereo radio w/CD and antenna
- Two speed and intermittent windshield wipers with windshield washers
- Tilt steering wheel
- Inside rearview mirror, day/night
- 12-Volt DC power outlets (3)
- Cruise Control
- Standard tool kit including wheel-changing tools and jack adequate to safety lift the vehicle when loaded to rated capacity, cab and chassis included
- Cloth full length headliner
- Cloth sun visors
- Cloth dual captain's chairs
- Carpeting, front and rear
- Rear Parking Sensors
- Running Boards
- Front license bracket
- 3.73 Axle ratio
- Power windows
- Power door locks
- Dual power mirror

- Tires front and rear: LT225/75R16E black side wall
- Front chrome bumper
- Tire pressure monitoring system
- Chrome rear step bumper
- Remote control illuminated keyless entry system

2014 FORD TRANSIT CONNECT XLT CARGO VAN (OR EQUAL) – QTY: 1

120.6” WHEELBASE

2-PASSENGER

2.5L 4 CYLINDER GAS ENGINE,

6-SPEED AUTOMATIC TRANSMISSION WITH OVERDRIVE

FRONT WHEEL DRIVE

EXTERIOR: FROZEN WHITE

INTERIOR: MEDIUM LIGHT STONE

STANDARD/OPTIONAL EQUIPMENT:

CLOTH FRONT SEATS

AIR CONDITIONING

POWER STEERING

POWER FRONT DISC BRAKES

POWER DOOR LOCKS

POWER WINDOWS

MIRRORS, EXTERIOR, MANUAL, FOLD

FRONT AND REAR ANTI LOCK BRAKES

CARPETING, FRONT; VINYL FLOOR COVERING IN THE CARGO AREA

ALL WEATHER FLOOR MATS, FRONT, OEM

AM/FM STEREO/SINGLE CD/MP3

KEYLESS REMOTE ENTRY SYSTEM

SPEED CONTROL

TILT STEERING WHEEL

TIRE PRESSURE MONITOR

TIRES, 215/55R16 ALL SEASON

FULL WHEEL COVERS

FOG LIGHTS

FULL SIZE SPARE

REAR DOORS, HINGED, WITH GLASS

NO SECOND ROW OR SIDE DOOR GLASS

FRONT LICENSE PLATE BRACKET

FRONT PARTITION (BETWEEN THE FRONT SEATS AND CARGO AREA)

2014 FORD TRANSIT CONNECT XLT PASSENGER WAGON (OR EQUAL) – QTY: 1

120.6” WHEELBASE

7-PASSENGER

2.5L 4 CYLINDER GAS ENGINE

6-SPEED AUTOMATIC TRANSMISSION WITH OVERDRIVE

FRONT WHEEL DRIVE

EXTERIOR: FROZEN WHITE

INTERIOR: MEDIUM LIGHT STONE

STANDARD/OPTIONAL EQUIPMENT:

CLOTH SEATING

AIR CONDITIONING

POWER STEERING

POWER FRONT DISC BRAKES

POWER DOOR LOCKS

POWER WINDOWS

POWER MIRRORS, MANUAL FOLD, HEATED

FRONT AND REAR ANTI LOCK BRAKES

CARPETING, FRONT AND REAR, VINYL IN CARGO AREA

ALL WEATHER FLOOR MATS, FRONT, OEM

AM/FM STEREO/SINGLE-CD/MP3

ELECTRIC REAR WINDOW DEFROSTER

FOG LIGHTS

KEYLESS REMOTE ENTRY SYSTEM

SPEED CONTROL

TILT STEERING WHEEL

TIRE PRESSURE MONITOR

TIRES, 215/55R16 AS

FULL WHEEL COVERS

FULL SIZE SPARE

FRONT LICENSE PLATE BRACKET

SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST

1. Calendar

- | | |
|---|------------|
| a. Availability of Invitation for Bid | 11/05/2013 |
| b. Submittal of Questions / Corrections – Section 3.2 | 11/18/2013 |
| c. Closing Date for Invitation for Bid – Section 3.3 | 11/27/2013 |

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. Subcontractor List | Attachment D | Section 4.19 |
| e. Local Vendor Preference Certification | Attachment E | Section 4.16 |

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: 11/18/2013

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 **Thursday, November 27, 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.

7. Merced County Business License

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License

and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us).

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

**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 may be considered at the discretion of the County if alternate bids are called for in this bid. County will be the final authority to accept or reject an alternate bid.

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
FLEET SERVICES DIVISION
2165 W. 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. Local Business Purchasing Preference

A five percent (5%) preference shall be granted to local bidders. A local bidder is defined as:

- a. A principal place of business located within the County of Merced with a valid and verifiable business license, if applicable, issued by a city the County or a business located in the unincorporated areas of the County. Post Office Boxes do not qualify as verifiable local business addresses;

- b. Employs at least one (1) full-time employee within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the County; and
- c. Has had a fixed office or place of business having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the County.

Local preference only applies to the purchase of materials, supplies, equipment or services, and will not apply to bids conducted cooperatively with other public agencies, nor when prohibited by state or federal statutes or regulations to be awarded to the “lowest responsible bidder” or other wise exempted from local preference. The total amount of such a preference granted in a single competitive bid shall not exceed \$10,000 over a non-local bidder (County of Merced Ordinance No. 1852, Chapter 5.12.025; “Local Business Purchasing Preference”).

17. **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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, marital 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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* 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.

32. Public Agency Participation

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

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 following assessment of 5% Local Business Purchasing Preference, if applicable.
- 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;
- e. Award bids based upon the "Local Business Purchasing Preference" Policy.

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	3	2014 FULL SIZE PASSENGER VAN PER THE SPECIFICATIONS CONTAINED IN SECTION 1 OF THIS BID.			
02	1	2014 FORD TRANSIT CONNECT PASSENGER WAGON (OR EQUAL) PER THE SPECIFICATIONS CONTAINED IN SECTION 1 OF THIS BID.			
03	1	2014 FORD TRANSIT CONNECT CARGO VAN (OR EQUAL) 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
SUBCONTRACTOR LIST

SUBCONTRACTOR NO: 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

SUBCONTRACTOR NO: 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

AMT. OF CONTRACT: _____ DATE AND TYPE OF SERVICE _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT E

LOCAL VENDOR PREFERENCE CERTIFICATION

I certify that my company meets all of the following qualifications to be eligible for a local vendor preference in accordance with the requirements of Merced County’s local preference ordinance, number §1678 & §1852:

1. A principal place of business located within the County of Merced with a valid and verifiable business license, if applicable, issued by a city the County or a business located in the unincorporated areas of the County. Post Office Boxes do not qualify as verifiable local business addresses;
2. Employs at least one (1) full-time employee within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the County; and
3. Has had a fixed office or place of business having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the County.

I make this certification on behalf of my company with the full knowledge that should I provide any information that proves to be false, my company will be ineligible to conduct business with Merced County for a period of not less than three (3) months and not more than twenty-four (24) months as determined at the sole discretion of the County. The County also has the right to terminate all or part of any agreement entered into with any such company.

A certification form must be submitted for each competitive procurement request.

Bid Number _____

Company Name _____

Address _____

Business License Number and Jurisdiction _____

Tax ID Number (TIN) _____

Phone Number _____

Printed Name _____

Signature _____

Date _____