



**DEPARTMENT OF
ADMINISTRATIVE SERVICES
PURCHASING**

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Equal Opportunity Employer

Issue Date: November 6, 2013

**COUNTY OF MERCED
REQUEST FOR PROPOSAL
NUMBER 7024
FOR**

**PROJECT MANAGEMENT SERVICES FOR IMPLEMENTATION
OF AN ENTERPRISE FINANCIAL AND HUMAN
RESOURCES/PAYROLL SYSTEM**

Notice is hereby given that proposals will be received at the Merced County Department of Administrative Services-Purchasing Division for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions.

Proposals shall be clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and forwarded to:

County of Merced
Department of Administrative Services-Purchasing Division
2222 "M" Street Merced, California 95340
Attn: Procurement Specialist: Kim Nausin
Email: knausin@co.merced.ca.us

Proposals may also be submitted electronically in Word 2003 or PDF format, with Signature Page scanned into document and placed as first page. Required documentation (i.e. financial) should be submitted as an attached PDF file. Submit to:

bidandrfp@co.merced.ca.us

Upon submission of proposal to bidandrfp@co.merced.ca.us you will receive the following message, please retain for your records: "THIS IS TO ACKNOWLEDGE RECEIPT OF MERCED COUNTY PROPOSAL IN THE OFFICE OF ADMINISTRATIVE SERVICES FOR THE COUNTY OF MERCED."

Any Proposer who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services-Purchasing Division Office by the closing date.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., [Monday, December 2, 2013](#)

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

All prospective bidders must comply with the [Terms and Conditions](#) listed on Merced County Web Site. Attachment A of Request For Proposal (RFP) will require written certification that the RFP is being submitted in compliance with the [Terms and Conditions](#) as stated on Merced County web page at 4:00 P.M. on date of close of RFP.

STRIVING FOR EXCELLENCE

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SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. _____ Acknowledgement of Amendment(s) (If any)
2. _____ Cover Letter
3. _____ Table of Contents
4. _____ Executive Summary
5. _____ Exceptions
6. _____ Bidder's Qualifications
7. _____ Approach
8. _____ Cost Proposal
9. _____ Agreement
10. _____ Signature Sheet (Attachment A)
11. _____ References (Attachment B)

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

A. INTRODUCTION

The County seeks proposals from a management firm or an independent consultant to provide a dedicated consultant to assist the County in implementing a new enterprise financial and human resource/payroll system (ERP system). The project must meet the scope, cost and schedule needs of the County to ensure a successful transition from the County's existing systems. The County is not looking for a consulting team to collectively meet the project management scope of this RFP nor to provide these services through a Project Management Office framework. It is seeking an individual to meet these requirements.

B. BACKGROUND INFORMATION

The County of Merced is governed by a five member Board of Supervisors which sets policy and appoints the County Executive Officer to direct day to day government operations. The County provides a full range of government services and has approximately 1,900 full time and part time employees.

The County currently uses a financial management system that was placed into production on July 1, 1977. The system, named Financial Information Management System (FIRMS), was obtained from Santa Cruz County, and is written in Common Business Oriented Language (COBOL) running on the County's central mainframe computer system. Standalone systems were written to address Payroll in 1995, Invoice Payment System in 2001, Warrant Issuing in 2001, and a Budget System in 2005. The current subsystems include Purchasing, Finance, Human Resources, Payroll, and Budget. The components of FIRMS include Cost Accounting, General Ledger, Grant Management, Vendor Payments, Cash Management and Fixed Asset Tracking. The Purchasing subsystem includes a rudimentary Contract Management System.

For timekeeping, a Kronos solution has been implemented within the last few years for part of the County. It interfaces with the current payroll system.

The mainframe system's infrastructure is supported by decades old technology. Right-sizing current technology based infrastructure for the requirements of an ERP system will provide a more cost effective, accurate, integrated and flexible system that meets the needs of the County.

Because of the age of the current system, the complexity and cost of attempting to build a new system internally and, more importantly, capabilities that exist in modern accounting systems that are not available in the current system, the County has decided to move forward with the replacement of current systems.

In addition to the identified need to decommission the current mainframe system, the other key objectives of this project include: improving reporting and real-time access to information; reducing the number of standalone systems and inherent inefficiencies; and reducing paper forms and manual approval processes through online approval and online documentation.

C. CONTRACT TERM

The Contract term shall be for a period of three (3) years. The start date will tentatively commence March 1, 2014, with a scheduled completion date of March 31 2017, contingent on appropriate and sufficient funding.

An Agreement is included as an attachment to this proposal. This agreement will become part of the final agreement with successful Bidder awarded the proposal. Any exceptions to the terms and conditions as stated herein and in the County web RFP Terms and Conditions – Proposal must be identified separately. The County will execute the Agreement upon final selection of successful Bidder with the approval of the County’s Board of Supervisors.

D. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference. The County will respond to questions and requests for clarification as outlined. Proposers will be required to submit any additional questions in writing before the close of business on Tuesday, November 19, 2013 in order for County staff to prepare written responses. Written answers will be shared with all potential bidders. Questions must be submitted via email directly to knausin@co.merced.ca.us and include ERP Project Manager in the subject line. Questions will not be accepted by phone.

E. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

	<u>Activity Estimated Schedule</u>	<u>Date</u>
a.	Availability of the Request for Proposal	11/06/2013
b.	Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal (Note: Questions submitted after this date may not be Answered in sufficient time to be included by closing	11/19/2013

date. The closing date will not be extended for questions submitted after this date.)

- | | | |
|----|--|------------|
| c. | Closing Date for the Proposal Submission
NOTE: A list of respondents will be posted to the web at close of RFP | 12/02/2013 |
| d. | Commencement of review of Request for Proposal by the Evaluation Committee | 12/04/2013 |
| e. | Interviews and Mandatory Oral Presentations | Jan. 2014 |
| f. | Contract Performance to Commence (Dept to estimate) | 03/01/2014 |

SECTION 2 **REQUIREMENTS**

2.1 Project Scope

The County of Merced is looking to replace its current systems for the financial applications as listed below:

- General ledger
- Cost or job ledger
- Purchasing
- Encumbrances
- Accounts payable
- Bank reconciliation
- Cash receipts
- Fixed assets
- Grant management
- Contract management
- Budgeting

This will be the first phase of the project.

In the second phase of the project, the current systems for human resources and payroll will be replaced as listed below:

- Human resources
- Personnel actions
- Position budgeting
- Employee self service
- Payroll

Other aspects of a full implementation of the software suite would include easy laser forms, work flow, documents online, security and the use of dashboards.

Also in Phase 2, the County will complete its rollout of the Kronos timekeeping system.

The County has selected its software vendor, SunGard Public Sector and its software ONESolution. The County has also worked with an outside firm in the development of a scope statement and will soon begin contract negotiations with the vendor.

2.2 Consulting Services Requirements

The selected organization will need to assign a dedicated consultant with project management experience who will be responsible for assisting the County's team in managing the contract with the vendor. The software vendor will provide their own respective project manager. It is the expectation of the County that the selected project manager will have the skills required to work with disparate groups – vendor supplied consultants and County staff (having a wide range of skills and backgrounds). A flexible but firm leadership style will be needed to execute this multi-stage complex county system implementation.

This project will require significant communication skills as well as flexibility, skills with resource and scope management, experience anticipating challenges and managing course adjustments. The role of that project manager will include at a minimum:

- Provide day-to-day project management of County staff;
- Enforce project scope for the project with SunGard and the County;
- Track and monitor the project plan, activities and processes (jointly with the SunGard PM);
- Identify, track and resolve project issues (jointly with the SunGard PM);
- Manage project risks through identification of risks, establishment of contingency plans for high impact risks, periodic monitoring of risks and execution of contingency plans if a risk materializes.
- Review all project deliverables (i.e., SunGard, County and/or joint deliverables), and once satisfactorily completed, recommend acceptance to the executive steering committee.
- Oversee all change management activities, including those conducted by SunGard and/or the County's Change Manager (i.e., communications, project team training, end user training, organizational change, etc.).
- Create a positive work environment for SunGard and the County project staff, and ensure that periodic team building events take place (coordinated by the County's Change Manager).
- Provide the County Executive Steering Committee an objective view of the status of the project (via a biweekly status report);
- Advise the County Executive Steering Committee on the schedule and completion of project milestones;
- Monitor project budget and expenditures;
- Recommend timely, specific and detailed corrective action plans where needed (and monitor completion);
- As needed, facilitate functional and/or technical work sessions where progress has not been adequate due to complexity, resistance to change, personalities, etc.
- Facilitate weekly project team status meetings.
- Review SunGard invoices and make recommendations for approval.
- As needed, assist as a business architect in designing business process

solutions using an optimal mix of industry best practices and the capabilities of the ONESolution system (and avoiding customizations). This is not a mandatory requirement of the RFP, but it is highly desirable.

2.3 The Governance Structure

There will be an Executive Steering Committee consisting of CEO, Assistant CEO, Auditor/Controller, Assistant Auditor/Controller, the Director of Administrative Services, the Human Resource Director, and various representatives from the operating departments of the County. The steering committee is responsible for the overall project direction and strategy.

The project team will consist of subject matter experts from departments within the County to represent functional areas of the County.

The Assistant Auditor/controller will act as the project sponsor and the project manager will report to this person for the day-to-day activities.

2.4 Estimated Project Timeline

The County has been working on this project now for several months and has selected the vendor. The County is also working with a consultant for quality assurance to assist with the project through contract negotiations.

The County plans to finalize contract negotiations with the vendor no later than March 1, 2014. The first phase of the project will begin at that time. The targeted date of the first phase of the project to go live is July 1, 2015.

Contingent on the successful completion of the first phase of the project, the County would then begin the implementation of the second phase of the project. The targeted completion date of the second phase to go live would be January 1, 2017.

These project timelines are subject to change.

SECTION 3

PROPOSED SOLUTION

3.1 PROPOSAL REQUIREMENTS

The Proposer must be organized for the purpose of providing project management services and must have previous experience with proven effectiveness in providing such services in agencies with specific experience with public agencies. The Proposer will provide the following:

- A. Cover Letter or introduction.
- B. Provide a description of the methodology the firm would propose to perform the required project management services. The description should include the methodology for identifying and managing risks and issues. Identify the software that is anticipated to be used in the process.
- C. Provide specific information in this section concerning the firm's project management experience in the types of services specified in this document, preferably in the State of California. Highlight any public sector experience and experience working with and/ or implementing ERP systems. Examples of completed projects, as current as possible, should be included, as appropriate.
- D. A resume of the proposed PM consultant describing recent projects he or she has worked on the past relevant to the scope of services in this RFP. Also include a list of ERP systems that the consultant has worked with in the past, including SunGard's ONESolution system (or its predecessor, IFAS), their education and any pertinent certifications, including a project management (PMP) professional. Any Kronos timekeeping experience should be noted, too. It is acceptable to submit multiple resumes for the County to evaluate for the one PM position. If an independent consultant is proposing on this RFP, then only their resume is required.
- E. Provide the following client reference information:
 - o Firm references. Provide a list of three references for which your firm has provided similar services. For each client please provide the client name, address, contact name and phone number along with a description of the services provided and the dates services were performed.
 - o Individual references. For the each consulting resume submitted provide three references for which he or she has provided similar services. For each client please provide the client name, address,

- contact name and phone number along with a description of the services provided and the dates services were performed.
 - If an independent consultant is proposing on these services, then only one set of three references is required.
- F. Provide the following information about your firm:
 - Number of years in business
 - Number of employees
- G. Cost proposal. Include an hourly rate with a fixed daily amount for travel (i.e., a per diem approach for all travel, including airfare, hotel, car rental, meals, etc.). Include a Not-to-Exceed figure for Phase 1 and Phase 2 of the project (listed separately).
- H. Proposer should identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor, proposer shall indicate what product/services are to be supplied by the subcontractor and what percentage of the overall scope of work the subcontractor will perform.
- I. Vendor may provide supplemental information they believe to be pertinent for the County to base its decision.

3.2 SUBMITTAL FORMAT

One (1) copy of proposal clearly marked “**ORIGINAL**” and signed in blue ink and **four (4) copies** clearly marked “COPY”. If the Proposer submits their response electronically, then the signature pages must be signed in blue ink, scanned, and attached to the proposal.

- A. Forms to be included in your response are listed below:
 1. Attachment A – Signature Page
 2. Attachment B – References
 3. Attachment C – Local Vendor Preference Certification (if applicable)
 4. Licenses / Certifications as required
- B. Proposal pricing shall be valid for a minimum of 90 days from opening of RFP. All costs must be clearly defined and tied to a requirement.
- C. Costs of preparation of proposals will be borne by Proposer.
- D. It is preferred that all proposals be submitted printed on two sides and no more than 50 pages.
- E. Selection of qualified Proposers will be by an approved County procedure for awarding professional contracts.

- F. This request does not constitute an offer of employment or to contract for services.
- G. County reserves the option to retain all proposals, wholly or in part, received by reason of this request.
- H. County reserves the right to award the contract to the Proposers who presents the proposal which in the judgment of the County best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional services fee.

SECTION 4

BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

4.1 BASIS OF AWARD

Award will be made to the Provider whose proposal demonstrates to be the most qualified, responsive and advantageous to the County. The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECT OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE.

False, incomplete, or non-responsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

4.2 EVALUATION COMMITTEE

All proposals will be evaluated by a County Evaluation Committee. The Committee will be composed of County staff that will be involved in this project. The Committee will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

4.3 EVALUATION CRITERIA

The basic information that each section should contain is specified below. These specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one (1) of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of Proposers' proposals. The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short-list of Proposers that will continue to the final stage of oral presentation and interview and reference checks. Scores may be updated after oral presentations have taken place.

The evaluation process is as follows:

1. After the period has closed for receipt of proposals, each proposal is examined by County staff to determine compliance with the RFP format requirements and grounds for rejection. This is not a public review. The pricing is not revealed at this point.
2. Proposals cannot be changed by the Proposer after the time and date designated for receipt.
3. Proposals that meet the format requirements are submitted to the Evaluation Committee, which evaluates each proposal and assigns points.
4. Interviews may be requested for clarification of proposals. The Committee may conduct interviews and then re-score the proposals.
5. All proposers are notified of the results.
6. Contract award is heard and formally approved at a Board of Supervisors meeting.
7. Contents of materials that will be evaluated as listed below.

- | | | |
|-----------|---|-----------|
| A. | Completeness of Response.
Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. | Pass/Fail |
| B. | Interview / Oral Presentation
Demonstrated ability to perform the services described | |

- C. Project Management ERP experience, qualifications, and expertise
- D. Quality of work as verified by references
- E. Cost relative to the scope of services
- F. Local government ERP experience
- G. Willingness to accept the County's contract terms

LOCAL BUSINESS PREFERENCE

Local Preference - Points equaling five percent (5%) of Proposer's total score, for the above Evaluation Criteria, will be added. This will be the Proposer's final score for purposes of award evaluation. Five Percent (5%)

Significant importance will be placed on how well-matched the proposer's methodology is to the County as determined during the Interview / Oral Presentation phase.

**AGREEMENT FOR SPECIAL SERVICES
MERCED COUNTY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into this by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and (name of contracting company or individual; specify the type of organization such as - government agency, individual, corporation, partnership, i.e. "The Redevelopment Associates", a California LLC Partnership), (Street Address, Suite No., City, State) (hereinafter referred to as "CONSULTANT").

WHEREAS, COUNTY desires to contract with CONSULTANT for special services which consist of (list the type of services to be rendered by CONSULTANT; Example – specialized legal services including with respect to the activation and creation of a redevelopment agency and qualifying it to conduct business as a public entity); and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform such services in connection with (list the nature of the agreement; Example – the activation and creation of a redevelopment agency and all legal aspects thereof) pursuant to (include any government code sections that may be applicable to this agreement; Example - California Redevelopment Law Section XXXXX); and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide (list type of service to be rendered, Example, - expertise in the activation and creation of a redevelopment agency and all legal aspects thereof) pursuant to (include any government code sections that may be applicable to this agreement, Example, California Redevelopment Law Section XXXXX) services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. CONSULTANT'S services include, but are not limited to, the following:

- A. (Specifically describe the service to be performed)
- B.

(There may be occasions where exhibits or attachments may be incorporated into the Agreement. In such cases, the following language should be included:)

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - (e.g., COUNTY's Request for Proposal, Statement of Work, etc.)
- Exhibit B - (e.g., CONSULTANT's Responding Proposal, Proposed Budget, etc.)
- Exhibit C - (e.g., Related Documentation)

2. TERM

The term of this Agreement shall commence on the ____ day of ____, 20____, and continue until the ____ day of _____, 20____, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE" as specified elsewhere in this Agreement.

3. COMPENSATION

COUNTY agrees to pay CONSULTANT an hourly rate of *(type out hourly rate in dollars, i.e., Fifty Dollars and No/100 Cents)* (\$) *(type numerical amount, i.e., \$50.00)* per hour for hours actually engaged in the performance of such work, as are more specifically set forth under Section "SCOPE OF SERVICES", whether said work be performed at COUNTY premises or elsewhere, but such compensation shall not be paid for time necessary to travel from CONSULTANT'S location to COUNTY premises. This fee includes, but is not limited to, CONSULTANT'S time on-site, preparation time associated with this Agreement, and all out-of-pocket expenses. No other fees or expenses of any kind shall be paid to CONSULTANT in addition to those rates or expenses listed herein. In no event shall the total services to be performed by CONSULTANT hereunder exceed a Total Contract Price of \$ _____. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONSULTANT and be mailed to CONSULTANT at:

Name:
Address:
City/State/Zip:

CONSULTANT may request that COUNTY mail the check to CONSULTANT to such other address as CONSULTANT may from time to time designate to COUNTY. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

4. PRICING CONDITIONS

County agrees to pay Consultant for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Consultant without formal approval of the County's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed \$_____.

County shall not be responsible for any charges or expenses incurred by Consultant, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by County.

5. TERMS OF PAYMENT

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

CONSULTANT shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by COUNTY, for services it has provided and for the amount owed under this Agreement. In addition to the invoices submitted by the CONSULTANT for payment,

CONSULTANT must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification" (www.irs.gov/pub/irs-pdf/fw9.pdf) . Both invoices and the W-9 form shall be forwarded to the COUNTY at the COUNTY address indicated under Section "NOTICES" of this Agreement.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by CONSULTANT.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by COUNTY as deemed necessary by COUNTY to properly evaluate or process CONSULTANT'S claim.

Upon approval by COUNTY, the fee due hereunder shall be paid to CONSULTANT within thirty (30) days following receipt of a proper invoice.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONSULTANT shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONSULTANT which were provided after the expiration or termination of this Agreement.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o

Consultant

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONSULTANT pursuant to this Agreement is based on COUNTY'S continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONSULTANT no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONSULTANT arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONSULTANT may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONSULTANT, which the CONSULTANT hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONSULTANT except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONSULTANT prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

The COUNTY may terminate this Agreement for and be relieved of any making any payments to CONSULTANT, and all duties to CONSULTANT should the CONSULTANT fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the CONSULTANT and the balance, if any, shall be paid to the CONSULTANT upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, CONSULTANT shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONSULTANT 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 CONSULTANT has a SIR, and if so, CONSULTANT shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 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 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 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 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.
5. Professional Liability: \$1,000,000 limit per occurrence and \$1,000,000 annual aggregate limit covering CONSULTANT'S wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

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 Risk Manager.
2. Each of the above required policies shall be endorsed to provide the COUNTY with 30 days prior written notice of cancellation. 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 CONSULTANT to furnish insurance during the term of this Agreement.

13. INDEMNIFICATION

CONSULTANT has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONSULTANT.

CONSULTANT'S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the CONSULTANT, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against COUNTY. CONSULTANT will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law."

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONSULTANT is an independent contractor in the

performance of the work duties and obligations devolving upon CONSULTANT under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONSULTANT shall perform the assigned work and functions. The contractual interest of COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and CONSULTANT shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes any contributions or premiums imposed or required by workers' compensation; any unemployment insurance, social security, income tax, and any other obligations from statutes or codes applying to CONSULTANT, or its sub-contractors and employees, if any.

It is mutually agreed and understood that CONSULTANT, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the COUNTY for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

CONSULTANT shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that COUNTY is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the COUNTY shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, CONSULTANT shall furnish COUNTY such periodic reports as COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection shall be borne by the CONSULTANT.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of the COUNTY. CONSULTANT may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

17. QUALITY OF SERVICE

CONSULTANT shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawing, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY as provided in this Agreement are expressly conditioned upon CONSULTANT'S compliance with the provisions of the contract to the personal satisfaction of the COUNTY. COUNTY shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

The COUNTY shall not be obligated or liable hereunder to any party other than CONSULTANT.

21. LAWS, LICENSE, PERMITS AND REGULATIONS

The CONSULTANT and the COUNTY agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to CONSULTANT and COUNTY, their subgrantees, contractors, or subcontractor, and their work.

CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

22. LIMITED EFFECT OF WAIVER OR PAYMENTS

In no event shall the making, by the COUNTY, of any payment to CONSULTANT constitute, or be construed as, a waiver by the COUNTY of any breach of covenant, or any default which may then exist, on the part of CONSULTANT. The making of any such payment by the COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONSULTANT from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made

in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY and counsel for COUNTY

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, COUNTY shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if CONSULTANT fails to perform any obligation of this Agreement, the COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONSULTANT will, on demand, fully reimburse the COUNTY for all such expenditures. Alternatively, the COUNTY, at its option, may deduct from any funds owed to CONSULTANT the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COUNTY by law or as otherwise stated in this Agreement.

27. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONSULTANT shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the COUNTY. CONSULTANT shall ensure that no COUNTY officer or employee, in a position in the COUNTY that enables them to influence this Agreement, will have any direct or indirect financial interest resulting from this Agreement. CONSULTANT shall ensure that no COUNTY employee shall have any relationship to the CONSULTANT or officer or employee of the CONSULTANT, nor that any such person will be employed by CONSULTANT in the performance of this Agreement without immediate

divulgence or such fact to the COUNTY.

28. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONSULTANT and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

29. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

30. SUBCONTRACTS - ASSIGNMENT

CONSULTANT shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by COUNTY. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

31. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to CONSULTANT from the COUNTY may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

32. DUPLICATE COUNTERPARTS

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

County of Merced
By _____
(Name)

(Title of Individual)

Dated

(Name of Individual/Company)
By _____
(Name)

(Title of Individual)

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____

Dated

DEFINITIONS

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Proposer’s proposal to compensate the County for damages it might suffer if successful Proposer refuses to execute the contract that may be derived from their proposal. Generally, it is 10% of the amount of Proposer’s bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the “Scope of Work”. The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services-Purchasing Division for acceptance.

Contract - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Proposer.

Contractor - The Proposer or Vendor awarded the Contract derived from this Bid or RFP.

County - The County of Merced, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

Discount - A percentage amount allowed off invoices for prompt payment.

Evaluation Committee - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Purchasing Division.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Proposer.

Goals/Tasks - A discrete unit of work to be performed.

Joint Ventures - Two or more corporations or entities that form a temporary union for the purpose of the RFP.

May – Indicates something that is not mandatory but permissible.

Must/Shall – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Notice of Intent to Award - Letter sent by County to all participating Proposers advising them of the date the County Board of Supervisors will hear and possibly take action in awarding the Contract to the apparent successful Proposer as recommended by the Evaluation Committee.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the “Scope of Work”.

Prime Contractor - The Proposer who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Subcontractors - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

Tasks – A discrete unit of work to be done.

ATTACHMENT A

SIGNATURE PAGE

(PROPOSER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Terms and Conditions pursuant to the submittal of a Request For Proposal (RFP) as detailed on Merced County web site and will comply with said Terms and Conditions, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.

Authorized Representative - Name Title

Signature Date

Business License No.: (Merced City) _____

(Merced County) _____

Professional License No.: _____

Taxpayer Identification No.: _____

ATTACHMENT B

REFERENCE LIST

(PROPOSER TO COMPLETE AND RETURN WITH PROPOSAL)

List Three (3) Reference where the same or similar Scope of Work were provided

REFERENCE NO. 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

REFERENCE NO. 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

REFERENCE NO. 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

ATTACHMENT C

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 _____