THE COUNTY OF MERCED
DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING

INVITATION FOR BID
BID NO. 6532

FOR:
PAINT THE EXTERIOR OF BUILDING NO. 1230 AT CASTLE AIRPORT
COMMODITY CODE: 914.61

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 Thursday, October 28, 2010, at which time they will be publicly opened, read and published to the web for the furnishing of all labor, materials and equipment, and performing all work necessary and incidental to Paint the Exterior of Building No. 1230 at Castle Airport. 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., THURSDAY, OCTOBER 28, 2010

BIDS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING TIME CLOCK READS 4:01 P.M.
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SECTION 1
SCOPE OF WORK

Paint the exterior of Building No. 1230 at Castle Airport as follows:

PART 1 - GENERAL

1.1 SUMMARY

A. Provide labor, materials, equipment, and services needed to clean and prepare the surfaces, and to paint and/or repaint including, but not necessarily limited to:

B. Definitions:
   1. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether sued as prime, intermediate, or finish coats.

1.2 QUALITY ASSURANCE

A. Comply with applicable laws, codes, and regulations.

B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 DELIVER, STORAGE, AND HANDLING

A. Identify each container with manufacturer's name, brand name, material type, stock number, and application instructions, including reducing instructions if permitted.

B. Stack and store paint containers so that labels clearly display manufacturer's name, type of paint, color, batch number, and instructions.

C. When not in actual use, store paint materials and equipment in a location or locations specifically assigned for that purpose.
   1. Such storage space shall be well ventilated and adequately fire protected.
   2. Perform all paint mixing and handling in such assigned storage locations.
   3. Remove all painting materials, including rags, tarpaulins, mixers, empty containers and fillers, and partially filled containers from the work areas at the close of each day's work, and storage in the assigned storage locations.

D. To the maximum extent practicable, factory mix each paint material to color, gloss, and consistency for application directly from the container.
E. Follow the manufacturer's instructions regarding thinning; thin only as necessary.

F. Maintain paint storage and mixing area neat and clean at all times.
   1. Hang out soiled oily rags to dry.
   2. Store in covered metal containers.

G. Remove all rejected and non-complying materials from the job site promptly.

H. Take all necessary steps to protect the public and all property and vehicles from damage during progress of the Work of this Contract.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Except as specifically otherwise approved in advance by the Owner, in writing, use the specified products of Kelly Moore, Sherwin-Williams, Sinclair or equal. Kelly Moore Paints listed below are to be considered the standard of quality.

       Trim Color: Kelley Moore #03-132-ME, Somerville Red, low sheen exterior.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine surfaces scheduled to receive the Work of this Contract, and locate conditions which will adversely affect the permanence and quality of the Work. Advise the Owner of all such conditions, and secure further directions from the Owner as required.

B. Surface preparation:

   1. Clean all surfaces scheduled to receive new paint coatings from all dirt, dust, oxidized paint film, loose and unsound paint coatings, and other foreign matter.

   3. Metal: Clean free from loose and unsound paint coatings and other surface contaminates which may impair the adhesion of the new paint coating.
4. Wood:
   a. Clean free from loose and unsound paint coatings and other surface contaminants which may impair the adhesion of new paint coatings.
   b. Sand sharp edges of paint film to a smooth feathered edge.
   c. Fill, sand, and otherwise repair as needed to provide a smooth substrate for application of the new coating.

C. Workmanship:
   1. Provide best quality workmanship, performed by skilled mechanics.
   2. Evenly spread or flow on the proper film thickness to a smooth surface.
   3. Apply materials in accordance with the manufacturer's recommendations and printed specifications.
   4. Provide finished painted surfaces which are free from sags, skips, and other defects.
   5. Perform work under conditions best suited to the production of acceptable work.
   6. Protect adjacent areas and surfaces from damage from misplaced paint and preparatory work.
   7. Provide continuous dust control as required to protect adjacent areas.
   8. Coordinate with the Owner before using noisy motorized equipment.
   9. Apply coatings by spray, roller, or hand brushing, as best suited to the material and to the coating being applied. See “Surfaces To Be Painted.”
   10. Provide paint finishes of even, uniform color, free from cloudy or mottled appearance.

D. Protection and Cleanup:
   1. Carefully protect from damage those areas where work is in progress.
   2. Provide and spread clean drop cloths when and where re-required to provide the necessary protection.
   3. Immediately clean-up all accidental spatter, spillage, and misplaced paint, and restore the affected area to its original undamaged condition.
4. At completion of the Work, promptly remove from the job site all materials, supplies, equipment, debris and rubbish arising by virtue of work performed under this Section, and leave each area in a clean and acceptable condition.

5. Promptly correct all non-complying work to the Owner's approval.
   a. Colors shall match existing colors as currently exist in the areas to be repainted.

3.2 SURFACES TO BE PAINTED (See Exhibit 2)

A. Stucco/Masonry:
   1. Pressure wash to clean using cleaner as appropriate to remove dirt, mildew, etc.
   2. Remove all loose and peeling paint.
   3. Scrape and remove any deteriorated caulking and reapply.
   4. Fill cracks and joints as necessary to prevent moisture intrusion.
   5. Spot prime all bare or new stucco/masonry with: 295 Uni-Prime, Primer, Sealer, Stain Killer.
   6. Finish with 1 coat (SPRAYED AND BACK ROLLED) of: 1240 Acry-Shield Acrylic Flat.

B. Wood Fascia and Trim:
   1. Pressure wash to clean using cleaner as appropriate to remove dirt, mildew, etc.
   2. Remove all loose and peeling paint.
   3. Scrape and remove any deteriorated caulking and reapply.
   4. Re-secure any loose nails.
   5. Spot prime all bare or new wood with: 250 Acrylic Primer Sealer.

C. Exterior Hollow Metal Doors and Frames:
   1. Clean with appropriate cleaner-degreaser to remove dirt, mildew, etc.
   2. Remove all loose and peeling paint.
   3. Lightly sand with 180 to 220-grit sand paper to de-gloss the existing coating.
4. Spot prime all bare and new ferrous metal with: 1711 Kel-Guard rust Inhibitive primer.


D. Galvanized Metal Down Spouts, Gutters, Louvers, Vents, Etc:

1. Pressure wash to clean using appropriate cleaner to remove dirt, mildew, etc.

2. Remove all loose and peeling paint.

3. Spot prime all bare metal with: 1722-100 Kel-Guard Galvanized Iron Primer.


E. All work to be performed in accordance with the attached Exhibit 1, County of Merced General Instructions.
SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST

1. Calendar
   a. Availability of Invitation for Bid October 5, 2010
   b. Submittal of Questions / Corrections – Section 3.2 October 19, 2010
   c. Closing Date for Invitation for Bid – Section 3.3 October 28, 2010

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 4.18
   e. Merced County General Instructions Exhibit 1 Section 1.3.2.E
   f. Floor Plan Exhibit 2 Section 1.3.2
SECTION 3
INSTRUCTIONS FOR SUBMITTING BIDS

1. **Bid Submittal**

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

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

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

   b. All bids shall be presented under sealed cover, clearly identified on the outside to read:

   - Name of the bidder
   - Address of the bidder
   - Subject of the Bid
   - Invitation for Bid Number
   - Bid Submittal Deadline Date

   c. Please submit **one (1) original signature hard copy** to be signed in blue ink (original copies marked as such) and **one (1) copy**.

   d. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.

   e. All prices shall be bid F.O.B. DESTINATION only.

   f. Delivery dates of all items/services shall be specified on the bid.

   g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the County in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the County that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.

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

2. Interpretation, Corrections and Addenda

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

Deadline for submission of questions: October 19, 2010

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, October 28, 2010**. 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) 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.

6. **Bid Security**

Each bid must be accompanied by a Bid Security in the amount of ten percent (10%) of the total bid cost made payable to the County of Merced. At the option of the bidder, this may be a certified check, cashier's check, or Bid Bond. Bid Bonds shall be executed as a Surety by a corporation licensed to issue Surety Bonds in the State of California. Bid securities will be returned to all except the three lowest bidders, which will be retained until the accepted bidder has entered into a contract with the County.

7. **Forfeiture Of Bid Security**

The bid security shall be submitted with the understanding that it is a guarantee that the bidder will not withdraw their bid during such time and under the conditions set forth herein; that they will enter into a formal contract if it is awarded to them; that they will furnish the required bonds and that the bid security will be declared forfeited as liquidated damages in the event of withdrawal of their bid or in the event of failure to enter into said contract and give said bonds within the time specified after they have received notice of an award. The County may then award the contract to the next responsible bidder or bidders, or may call for new bids.

8. **Performance Bond**

Within fourteen (14) calendar days of the award of the contract, the successful bidder will be required to furnish, at bidder’s expense, the County a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total bid cost. The bond shall be approved as to form by the County, executed by the bidder as principal and by a corporation licensed to issue such bonds in the State of California.
9. **Specific Compliance**

All bidders will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

OSHA Requirements:

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

10. **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 if 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.
11. **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](http://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](http://www.irs.gov/pub/irs-pdf/fw9.pdf) ) to the County. Both invoice(s) and W-9 form shall be forwarded to the County at the address indicated in the purchase order and/or contract. Upon approval by the County, the sum due hereunder shall be paid to the successful bidder within thirty (30) calendar days following acceptance pursuant to Section “Acceptance Test”, and receipt of a proper invoice(s).
6. **Delivery Hours**

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

7. **Damage of Items**

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

8. **Alternate Bids**

Alternate bids will not be considered.

9. **Cash Discount**

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

10. **Pricing**

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

11. **Risk of Loss**

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

12. **Prior to Shipment**

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

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

CASTLE AIRPORT AND ECONOMIC DEVELOPMENT  
2507 HERITAGE DRIVE  
ATWATER, CA 95301

14. **Examination of Bid Documents**

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

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

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

15. **Request for Changes**

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

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

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

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 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.

b. **Insurance Conditions:**

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County’s Risk Manager.

2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include Merced County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of successful bidder to furnish insurance during the term of the contract.

3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended “Scope of Work”. Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final “Scope of Work” agreed on by County and the successful bidder. Insurance questions may be directed to the Department of Administrative Services-Purchasing for response from the County’s Risk Manager.
17. **Qualification of Bidder**

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

18. **Subcontracting**

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

19. **Default**

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

20. **Cancellation of Purchase Order and/or Contract**

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

a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.

b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Department of Administrative Services-Purchasing and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid.

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

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

22. **Nondiscrimination**

a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, 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.

23. **Non-discrimination of the Disabled**

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

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

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

25. **Taxes**

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

26. **Samples**

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

27. **Liabilities**

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

28. **Indemnification**

Contractor 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 Contractor.

Contractor’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 Contractor, 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. Contractor 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.
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.
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;

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 as well as being posted on the Merced County website.

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 posting 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.
EXHIBIT 1
MERCED COUNTY GENERAL INSTRUCTIONS

1. Examination of Site:
Each bidder shall have examined the site of work before bidding and shall be responsible for
having acquired full knowledge of the job and of all problems affecting it. No variations or
allowances from the contract sum will be made because of lack of such examination.

2. Materials:
All materials shall be new and of merchantable grade, free from defect. No substitutions shall be
permitted from the original specifications unless bidder obtains prior approval. If the item
proposed differs from these specifications, bidder shall present specific explanation of
functioning and structural characteristics for those details which differ from the specifications
listed herein.

3. Taxes, Permits and Fees:
The Contractor shall pay for and include all Federal, State, and local taxes, direct or indirect,
upon all materials; and take out and pay all fees and charges for permits and licenses unless
otherwise specified.

4. Damage to Existing Work:
Damage to existing construction, equipment, planting, etc., by the Contractor, in the performance
of his work, shall be replaced or repaired and restored to original condition by the Contractor.

5. Coordination of Work:
All work schedules, actual work and payment request shall be coordinated through, inspected by
and approved by the Department of Public Works, Road Division prior to scheduling of project so
that any interruption to the normal business operation be kept to a minimum.

6. Inspection:
All material and workmanship shall be subject to inspection, examination and test by the County
at any time and all times during which manufacture and/or construction are carried out. The
County shall have the right to reject defective material and workmanship or require its correction.

7. Supervision:
The contractor shall give efficient supervision to the work, using therein the skill and diligence
for which he is remunerated in the contract price. He shall carefully inspect the site and study
and compare all drawings, specifications, and other instructions as ignorance of any phase of any
of the features or conditions affecting the contract will not excuse him from carrying out its
provisions to its full intent.

8. Safeguards:
The Contractor shall provide, in conformity with all local codes and ordinances and as may be
required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures,
etc., and shall maintain such safeguards until all work is completed.
9. **Clean-up:**
The Contractor shall, at all time, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

10. **Guarantee:**
The Contractor shall issue his written guarantee to maintain such work for a period of one (1) year from date of acceptance and shall be responsible for the correction of any failure that is the result of defect in materials or workmanship.

11. **Prevailing Wage:**
The general prevailing rate of wage shall apply to this contract in accordance with the latest wage scale determination as set forth by the Department of Labor, Section 1770 to 1781 inclusive and section 1818 and 1817 inclusive of the Labor Code of the State of California and local laws thereto applicable, the Board of Supervisors of Merced County, in the manner required by law, as ascertained, the general prevailing rate of wages and also the hourly rates for Saturday, Sunday, Holiday and overtime work, in the locality where this work is to be performed, for each craft, classification and type of workman or mechanic needed to perform the work of this project, as adopted by Resolution 79-83, and has published this wage scale in accordance with Section 1773 and 1773.2 of the said Labor Code, which scale will become a part of the contract. A copy of this wage scale may also be obtained from the office of the Director of Industrial relations, State of California, or [http://www.dir.ca.gov/DLSR/PWD/mer.xls](http://www.dir.ca.gov/DLSR/PWD/mer.xls)

It shall be mandatory upon the Vendor to whom the contract is awarded, and upon all subcontractor under him, to ascertain and pay not less than the latest general prevailing hourly rates for Saturday, Sunday, Holidays, and overtime work for each workman or mechanic employed in the execution of the work of this project as per determination made by the Director of Industrial Relations, California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.

In the event of discrepancy between the local prevailing wage rates and those determined by the United States Department of Labor the Contractor will pay the higher rate.

12. **Fair Employment Practices:**
In the performance of this contract, the Contractor will not discriminate against any employee or appellant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, and including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting for the provisions of the Fair Employment Practices Section.

*See Labor Code Sections 1411 - 132.5 for further details.
The Contractor will permit access to his record of employment, employment advertisement, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

13. Remedies for Willful Violation:
The County may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a Court in an action to which the Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Coded Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

For willful violation of this Fair Employment Practices provision the County shall have the right to terminate this contract either in whole or in part, and may loss or damage sustained by the State and/or the County in securing the goods or service hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the County may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State and/or County.

14. Contractor Liability Insurance:
Vendor will provide liability insurance to cover their employees while conducting business to, from or on COUNTY property in the types and amounts set forth below:

INSURANCE REQUIREMENTS:

A. The Contractor shall, without limiting and indemnity requirements purchase and maintain the following types of insurance for minimum limits indicated, in full force and effect during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the COUNTY, Attn: Purchasing Division.

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.
B. Each of the above required policies shall be endorsed to provide thirty (30) days prior written notice of cancellation or reduction of limits or coverage to COUNTY, Attn: Purchasing Division.

OTHER INSURANCE PROVISIONS:

A. The COUNTY, as defined, shall be endorsed as an additional insured to all of the Contractor's Liability policies (except professional), but only for such liability as may be incurred by the performance of this contract.

B. Each of the above required policies shall be endorsed to provide thirty (30) days prior written notice of cancellation or reduction of limits or coverage, to the COUNTY, Attn: Purchasing Division.

C. Contractor shall, prior to commencing work, furnish Certificates of Insurance to COUNTY, Attn: Purchasing Division. Certificates shall have attached any special endorsements required to effect or accomplish the coverage and conditions specified.

D. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as seven (7) or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY Risk Manager.

E. The Contractor's insurance coverage shall be primary insurance as respects the COUNTY, and any insurance or self-insurance maintained by the COUNTY, and any insurance or self-insurance maintained by the COUNTY shall be excess of Contractor's insurance and shall not contribute until Contractor's insurance limits are expended by payment damages.

F. The Contractor's insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

G. The Contractor shall include all subcontractors as insured under its policies or shall furnish Certificates of Insurance for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

15. Hold Harmless:
The Vendor agrees to indemnify and save and hold harmless the County, its officers, agents, and employees from any and all claims and losses accruing or resulting to Vendor in connection with performance of this agreement, and from any and all claims and losses accruing or resulting to any person or corporation who may be injured or damaged by Vendor in the performance of this agreement.
16. **Cancellation Clause:**
If the performance under the contract by the vendor is determined to be unsatisfactory by the County of Merced, the County reserves the right to cancel this contract upon thirty (30) days written notice to the supplier/contractor. The County, at its sole discretion, may terminate any contract awarded as a result of this bid/quote upon thirty (30) days written notice to vendor/contractor in the event that funds have not been appropriated. Such terminations shall be without penalty to the County.

17. **Completion:**
Time of completion shall not exceed Thirty (30) calendar days from the award of contract.
EXHIBIT 2
FLOOR PLAN

Key: — Area to be Painted

FLOOR PLAN BLDG 1230

2507 Heritage Drive

(Paint the Exterior of Building No. 1230 at Castle)
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
I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

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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: ________________________________________________
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DATE AND SERVICES PROVIDED: __________________________________________

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ATTACHMENT D

SUBCONTRACTOR LIST

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