Mark A. Cowart
Chief Information Officer

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Equal Opportunity Employer

DEPARTMENT OF
ADMINISTRATIVE SERVICES
PURCHASING

Issue Date: July 17, 2013

COUNTY OF MERCED
REQUEST FOR PROPOSAL
NUMBER 7005
FOR

NEWSPAPER ADVERTISING SERVICES

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
Office: 209-385-7513

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 PROPOSER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., WEDNESDAY AUGUST 7, 2013

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

All prospective Proposers 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.

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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. _____ Proposer's Qualifications
7. _____ Approach
8. _____ Cost Proposal
9. _____ Financial Statement or Sufficient Financial Information **(Non-submittal is considered non-responsive and cause for rejection of proposal.)**
10. _____ Signature Sheet (Attachment A)
11. _____ References (Attachment B)
12. _____ Cost Sheet (Attachment C)
13. _____ Local Preference Vendor Certification (Attachment D) *if applicable*

SECTION 1

INTENT OF THE REQUEST FOR PROPOSAL

1.1 INTRODUCTION

It is the intent of this Request for Proposal (RFP) to secure the services of a qualified bidder to publish advertising in adjudicated newspapers with countywide circulation within the County of Merced. The types of advertising that the County utilizes are miscellaneous advertisements, legal notices, bid postings, and seasonal notifications from various County departments.

1.2 BACKGROUND INFORMATION

The County utilizes newspaper related advertising services on a continuing recurring basis. The County does not guarantee any specific amount and shall not be held responsible for any deviation in the volume of its advertising business.

1.3 CONTRACT TERM

The Contract term shall be for a period of three (3) years, with the option to review for two (2), one (1) year extensions.

A Sample Contract (Exhibit 1) is included as an attachment to this proposal. This agreement will become part of the final agreement with successful Proposer awarded the proposal. Any exceptions to the terms and conditions as stated herein and in the Sample Contract must be clearly identified in the Proposers submission. The County will execute the Agreement upon final selection of successful Proposer with the approval of the County's Board of Supervisors.

1.5. 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.

	Activity Estimated Schedule	Date
a.	Availability of the Request for Proposal	07/17/2013

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 date. The closing date will not be extended for questions submitted after this date.)	07/29/2013
c.	Closing Date for the Request for Proposal **NOTE: A list of respondents will be posted to the web at close of RFP**	08/07/2013
d.	Commencement of review of Request for Proposal by the Evaluation Committee	08/12/2013
e.	Contract Performance to Commence	Sept. 2013

SECTION 2

REQUIREMENTS

2.1. SCOPE OF WORK

The County is seeking proposals from local newspapers to provide advertising services as needed by all County Departments at fixed, discounted rates in the following categories:

Miscellaneous Notices
Legal Notices
Bid Postings

2.2. SPECIFIC COMPLIANCE

Attached to and part of this proposal and contract shall be the proof that the publication is an adjudicated newspaper of general circulation within the County of Merced.

2.3. INSURANCE

A. Prior to the commencement of program, and as a precondition to this contract, Proposer shall purchase and maintain the following types of insurance for at least the stated minimum limits indicated during the term of this Agreement, and shall provide a certificate of insurance and endorsements as required below. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $10,000 without the express written permission of the COUNTY. If CONTRACTOR has a self-insurance retention (SIR), CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR.

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 for using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.

   Other: Printers Errors and Omissions $1,000,000.00

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. The County and its officers, employees and agents shall be endorsed to the above policies as additional insured for using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.

4. 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.

5. The Proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each subcontractor. All subcontractors shall be subject to all the requirements stated herein.

6. Proposer shall provide upon request by County, the policy declarations and the entire policy for any required insurance.

SECTION 3

PROPOSED SOLUTION

3.1 PROPOSAL REQUIREMENTS

The Proposer must be organized for the purpose of providing newspaper advertising services. The Proposer will provide the following:

A. Describe the process required for the County to place an ad/notice.

B. Describe how an ad can be modified or updated before being published.

C. Detail what the required time frames are around the County getting information to the newspaper for ad placement.

D. List the required information expected from the County.

E. Provide a list of services that are offered at no charge to the County.

F. Provide a list of services that will be offered at an additional charge to the County and what that cost will be.

G. Provide specific information in this section concerning the Proposer's experience in the services specified in this RFP.

H. Discuss the time frame necessary to implement operations once the contract is awarded.

I. Please provide evidence of that the publication is an adjudicated newspaper of general circulation within the County of Merced.

3.2 COST INFORMATION

The proposal shall clearly state ALL of the costs associated with this RFP, broken down by category of services. The cost proposal must specify the cost per line, per inch (based upon approximately 10 lines per inch), and any additional costs/fees around copy placement. (Attachment C)

3.3 SUBMITTAL FORMAT

One (1) copy of proposal clearly marked **"ORIGINAL"** and signed in blue ink and **three (3) 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.

Proposer also to submit One (1) copy of a Financial Statement as set forth herein. If the Proposer submits their response electronically, then the Financial Statement must be included as a separate file.

A. Forms to be included in your response are listed below:
   1. Attachment A – Signature Page
   2. Attachment B – References
   3. Attachment C – Cost Sheet
   4. Attachment D - Local Vendor Preference Certification (if applicable)
   5. Proof of adjudication and general circulation

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. The page count does not include the required forms (see A. above).

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.

3.4 EXCEPTIONS

Proposer will note any exceptions to the RFP requirements, terms and conditions as they appear on the Merced County website, and in the attached Sample Contract. Exceptions should clearly explain why the Proposer is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein.
Exceptions shall be noted as follows:

- Exceptions to the Scope of Work
- Exceptions to General Provisions
- Exceptions to Special Provisions
- Exceptions to Instructions for Submitting Proposal and Proposal Content Requirements
- Exceptions to Sample Contract
- Exceptions to any other part of this RFP

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 may be composed of County staff and other parties that may have expertise or experience in operation of a day reporting center or offender treatment. 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 scored are listed below. These materials are requested in the order of the scoring criteria.

	Evaluation Criteria	Weight
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.	**Adjudicated Newspaper of Countywide Circulation**	Pass/Fail
C.	**Financial Stability**	Pass/Fail
D.	**Demonstrated ability to perform the services described**	30 points
E.	**Cost relative to the scope of work**	50 Points
F.	**Time lines for submitting materials for notices, advertisements, etc.**	20 Points
	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%)

AGREEMENT FOR SPECIAL SERVICES
(CONTRACTOR)

MERCED COUNTY
CONTRACT NO. _____

THIS AGREEMENT, is made and entered into 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. "California Skilled Nursing and Care Company", a California Corporation)*, located at (*Street Address, Suite No., City, State*) (hereinafter referred to as "Contractor").

WHEREAS, County desires to contract with Contractor for special services which consist of *(list the type of services you desire to contract for)*; and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with *(list type of services to be rendered)* pursuant to *(include any government code sections that may be applicable to this agreement)*; 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

Contractor shall provide *(list type of services to be rendered)* services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractors services include, but are not limited to, the following:

A. *(describe in detail the service to be performed by Contractor)*
B. _____

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 - *(i.e., County's Request for Proposal, Statement of Work, etc.)*
Exhibit B - *(i.e.., Contractors Responding Proposal, Proposed Budget, etc.)*
Exhibit C - *(i.e., 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 set forth elsewhere in this Agreement.

3. COMPENSATION

County agrees to pay Contractor for all of Contractors services to be provided herein, as are more specifically set forth under Section "SCOPE OF SERVICES". No other fees or expenses of any kind shall be paid to Contractor in addition to those rates or expenses listed herein. In no event shall the total services to be performed by Contractor 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 Contractor and be mailed to Contractor at:

Name:
Address:
City/State/Zip:

Contractor may request that County mail the check to Contractor to such other address as Contractor 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 Contractor 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 Contractor 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 Contractor, 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, 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:

Upon completion of the required services as set forth under Section "SCOPE OF SERVICES," Contractor shall submit an invoice **within 30 calendar days of each invoice period,** detailing the services it has provided and the amount owed under this

Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to the County, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at (www.irs.gov/pub/irs-pdf/fw9.pdf) . Both the invoice and W-9 form shall be forwarded to the COUNTY at the COUNTY address shown under Section "NOTICES" of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the County of all tasks identified on the invoice.** Upon approval by County, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete and correct invoice.

Each invoice or approved alternate documentation must:

A. Detail by task the service performed by Contractor.

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 Contractors claim.

In no event shall County be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

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

Contractor shall have no claim against County for payment of any kind whatsoever for any services provided by Contractor 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	Contractor
_____	_____
_____	_____
_____	_____

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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, which the CONTRACTOR 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 Contractor 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 Contractor prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

The County may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor 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 Contractor and the balance, if any, shall be paid to the Contractor 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, 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.

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.

   Other: Printer Errors and Omissions: $1,000,000.00

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.

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 above required policies shall be endorsed to provide County with 30 days prior written notice of cancellation. 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 Contractor to furnish insurance during the term of this Agreement.

13. 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, sub-Contractors 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.

14. PATENT INDEMNITY

The awarded Bidder shall hold the County, its officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Bidder may also be required to furnish a bond or other indemnification to the County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

15. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor 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 Contractor 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; any social security=income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, 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.

Contractor 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.

16. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, 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 there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor 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 therewith shall be borne by the Contractor.

17. 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. Contractor 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.

18. QUALITY OF SERVICE

Contractor 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.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

19. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal

satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

20. PUBLIC AGENCY PARTICIPATION

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

21. 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.

22. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

23. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

Contractor 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.

24. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard

or careless work or as relieving Contractor 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.

25. PERSONNEL

Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

26. SUBCONTRACTS - ASSIGNMENT

Contractor 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. Contractor 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. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

27. 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 disputes 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.

28. 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.

29. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor 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, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor 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.

30. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

31. CONFLICT OF INTEREST

Contractor 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. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

32. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-Contractors 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. Contractor 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.

Contractor 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 ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

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

Contractor 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.

33. 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.

34. 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 Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

35. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate 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	(*Name of Individual/Company*)
By _____	By _____
(Name)	*(Name)*
_____	_____
(Title of Individual)	*(Title of Individual)*
_____	_____
Dated	Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

By _____

_____
Dated

DEFINITIONS

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.

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

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)

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

COST SHEET

As set forth in this RFP, the Proposer shall clearly state ALL of the costs, per the below chart. The cost proposal must specify the cost per line, per inch (based upon approximately 10 lines per inch), and any additional costs/fees around copy placement.

	Discounted Legal rates (approx. 10 lines per inch)	Discounted Retail Commercial Daily Rates	Discounted Classified Commercial Daily Rates
1st insertion per line			
Subsequent insertion per line			
Daily rate per inch			
Subsequent insertion per inch			
Daily rate per line			
Subsequent insertion per line			
Additional rates/fees			

ATTACHMENT D
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_____