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Equal Opportunity Employer

Issue Date: October 31, 2013

THE COUNTY OF MERCED
DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING

INVITATION FOR BID
BID NO. 7025

FOR:
LANDSCAPE MAINTENANCE SERVICES FOR MENTAL HEALTH AND PUBLIC HEALTH FACILITIES
COMMODITY CODE: 988.52

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 **Tuesday, November 26, 2013** 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 Landscape Maintenance Services for Mental Health and Public Health Facilities. 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.,
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., TUESDAY, NOVEMBER 26, 2013

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

STRIVING FOR EXCELLENCE

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SECTION 1
SCOPE OF WORK

LANDSCAPE MAINTENANCE

SPECIFICATIONS FOR:

MENTAL HEALTH

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1. GENERAL INFORMATION

A. Site Description

The **Mental Health Department** consists of three locations: 300 E. 15th Street, 480 E. 13th Street and 1137 B Street, Merced, CA.

The areas are covered in turf grass and have trees, shrubs, and ground cover. The landscape area is irrigated by an automatic irrigation system.

B. Scope of Work

Contractor shall furnish all labor, equipment, materials, and other services necessary for the complete grounds maintenance of this landscape area. **Complete maintenance shall be performed a minimum of once per week on the same day each week. The Mental Health representative shall be notified which day of the week maintenance will be performed.** All work shall be performed in accordance with applicable laws, regulations, codes, and ordinances of state and local agencies.

Contractor shall comply with all applicable laws and regulations relating to safety, including the regulations of the California Division of Industrial Safety.

The Contractor shall perform weekly inspections of the area for maintenance needs and safety hazards. The Contractor shall submit a duplicate copy of an inspection form to the Mental Health representative.

The Contractor will inspect the area with a Mental Health representative on an as needed basis.

Maintenance services should be provided on a weekly basis, Monday through Saturday, between the hours of 7 a.m. and 6 p.m., unless other arrangements have been made with a Merced County Department of Mental Health representative.

C. Licenses

The Contractor must provide a State of California Qualified Applicator Certificate or a Maintenance Gardener Pest Control Business License. **A State of California C-27 Landscape Contractor License is required at the time of bid submital.**

D. Workmanship

It is the intention of the County to call for the highest level of quality in landscape maintenance compatible with standard practices. .All landscaping services shall be performed by an experienced landscape technician, directly employed and supervised by the Contractor. Contractor shall provide information in technical supervision through a competent foreman, as required, to implement modern methods and newly developed horticulture procedures. The Contractor shall cooperate with the owner's representative to enable the owner's representative to determine the Contractor's conformity to these specifications and the adequacy of the work being performed.

E. Non-Interference

The Contractor shall perform all necessary work detailed in these specifications in such a manner as to not interfere with the public use of this area. Whenever the Contractor finds it necessary to do so, he/she shall give adequate written notice to the County's representative no later than forty-eight (48) hours prior to commencement of specified work.

F. Damage by Contractor

All damage to owner's landscaping, equipment or property due to the Contractor's negligence shall be the responsibility of the Contractor to repair or replace.

G. Extra Work beyond the Scope of Contract

The Contractor is responsible for replacing or repairing damages upon the site. Any damages or repairs exceeding $50.00 per month will need authorization by the County representative.

H. Chemical Application and Reports

Only qualified, trained personnel shall do Pest control application. Contractor must use approved materials. Chemical application shall be done with extreme care to avoid damage to desirable plant material, or to prevent any conditions, which would be hazardous to any person or pet. The Contractor shall, submit a duplicate copy of the State pesticide use report to the owner's representative each month in which pesticides have been used.

I. Compensation

Contractor shall be paid for maintenance work on a monthly basis. Contractor shall furnish the County representative an itemized monthly statement showing services rendered.

2. LANDSCAPE MAINTENANCE SPECIFICATIONS

A. Debris Removal

Lifter and trash including leaves, rubbish, papers, bottles, cans, and other debris should be removed from all areas including curbs, gutters and sidewalks on a minimum of once a week basis. All refuse from the maintenance operation will be properly disposed of off the property.

B. Turf Maintenance

1. Mowing

All turf area to be mowed with power-propelled reel or rotary-type mowers. Mowers shall be maintained to provide a smooth even cut. The Contractor shall remove all papers, rubbish or debris from turf prior to mowing.

All mowers shall be cleaned prior to each mowing to avoid possible weed invasion.

Mowing shall be scheduled on the same day of each week.

Mowing to be performed so that no more than one-third of the grass blade is removed in returning the grass to acceptable height for grass species. Turf shall be mowed weekly during the growing season and at other times as needed. Mowing patterns shall be alternated each week to avoid creating ruts and compaction.

2. Edging and Trimming

Edging and trimming shall include removing all grasses and weeds along walls, fence, foundations, curbs, sidewalks, paths, drives, shrubs, trees, poles, stakes, guy wires or any other object or structure within or bordering the turf area. Contractor shall edge and trim at each mowing.

Contractor may use herbicides to control weed growth next to walls, fences, curbs, gutters and foundations. Herbicides may be used next to trees and shrubs, but any damage resulting from such use shall be the Contractor's responsibility.

The Contractor shall abide by all rules and regulations of the California Department of Pesticide Regulation, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides. Care shall be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. Care shall be taken by the Contractor to avoid herbicide drift onto non- target plants.

Trimming shall be done around sprinkler heads as necessary to permit maximum water coverage by the system. Excavations and bare lawn areas around sprinkler heads to minimize trimming is not permitted. Contractor is responsible for all damage caused by trimming and edging.

3. Aerating and Vertical Mowing

Turf should be plugged or aerated once per year in the spring, prior to fertilization. Vertical mowing of turf to provide water penetration and air movement within the soil shall be done as needed.

4. Fertilization

Turf area shall receive two pounds of actual available nitrogen for each 1000 square feet of turf each year. This shall be applied in two applications, one pound of nitrogen applied in the spring, and one pound of nitrogen in a complete fertilizer 16-6-8, or equivalent, applied in the fall.

5. Sweeping

a. Turf Sweeping

Routine sweeping of clippings is not required unless such accumulation of clippings shall cause damage to underlying lawn.

b. Hard Surface Sweeping

Weekly sweeping of curbs, sidewalks, and gutters shall be done to remove grass clippings and dust. All clippings and dust shall be directed toward turf area.

6. Irrigation

Turf shall be watered as required to maintain horticultural acceptable growth and color and to promote deep root growth. Turf shall be irrigated at night or early morning during times permitted by the governing municipality. Turf shall not be watered on the day prior to mowing. Intermittent applications during the irrigation period should be used to eliminate runoff and conserve water.

C. Disease and Pest Control

The Contractor shall routinely inspect all landscaped areas for the presence of disease, insect, or rodent infestation. Upon approval of the Mental Health Department representative, the Contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and Contractor's employees.

1. Use of chemical pesticides - All rules of the California State Department of Pesticide Regulation, Department of Health, and Department of Industrial Relations regarding safe application of pesticides shall be observed.

2. Care should be taken to avoid pesticide drift onto non-target organisms.

D. Turf Replacement

Contractor shall report to the Mental Health Department representative any and all damaged, unhealthy and dead grassed areas together with a report on the suspected cause and recommended cure for such damage, health condition or death. Contractor shall be responsible for replacing turf which die due to insects, pets, disease, improper maintenance or Contractor negligence or damage, in which case, the Contractor shall remove the affected turf area and replace with material of equivalent variety subject to the prior approval of the Mental Health Department representative. Replacement grass may be sowed only upon the Department's representative approval. The Mental Health Department shall be responsible for replacing lawn which dies from vandalism, weather, flood or causes other than specified as the Contractor's responsibility

E. Irrigation - General

Shrubs should be irrigated as needed to maintain acceptable growth and color per horticultural standards. Irrigation rates to be adjusted according to shrubs types and seasonal weather conditions. Deep watering for root growth is encouraged and surface run-off to be kept at a minimum.

Irrigation shall be done with the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the Contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary hoses, sprinklers, nozzles, etc. necessary to accomplish full coverage shall be the Contractor's responsibility at the County's expense.

1. Maintenance - The Contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run-off into streets or other areas not in-tended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The Contractor shall, at no cost to the Mental Health Department, keep the controller and valve boxes free of dirt and debris; clean, adjust, straighten, raise or lower the following sprinkler systems components as it relates to maintenance of the landscape area:

- Sprinkler heads, and/or drip emitters
- Sprinkler caps
- Valve covers
- Valve boxes
- Valve box lids, including electrical pull boxes and lids
- Valve sleeves
- Quick coupler valves and caps

2. Inspection - The Contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately 30 days prior to the termination of the contract, the Contractor and the Mental Health Department representative shall make a test of all irrigation systems. The Contractor prior to the end of the contract period shall make any repairs deemed the Contractor's responsibility.

F. Tree Pruning and Maintenance

1. All trees shall be allowed to grow to their natural genetic form and size, unless specifically excepted. Tree pruning should have two basic objectives: to promote structural strength and to accentuate the natural form and features of the tree.
2. Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance.
3. All pruning practices and techniques shall be consistent with the American National Standards Institute Pruning Standards #8300-1 995.
4. All safety rules of California General Industry Safety Orders Title 8, Article 12 Tree Work, Maintenance, and Removal shall be followed, and observed.
5. Note: Contractor is responsible for tree pruning up to 8 ft. above the ground.

G. Replacement of Plant Material

The Contractor, at his own expense, shall supply all labor and materials to replace any tree, shrub, turf, or ground cover damaged or lost through the Contractor's faulty maintenance of the landscape.

H. Shrub Pruning and Maintenance

1. Pruning

   All shrubs and ground cover plants growing in the work area shall be pruned as required to maintain their natural form, within their space, and maintain plants on a healthy growing condition. All dead, dying or damaged branches shall be removed immediately. Plant growth is to be kept within reasonable bounds to prevent its encroachment into walks, passageways, and streets. Clear view of traffic signs and intersections is to be maintained at all times.

I. Weed Control

1. A weed shall be considered to be any undesirable plant or plant growing out of place. All landscaping within the maintenance area including shrubs, and groundcover beds, planters, curbs, sidewalks, gutters and tree wells shall be kept free of all weeds at all times. The Contractor shall determine weed control method to use.

2. The Contractor shall apply appropriate chemical for the site, if chemical control is used. The Contractor shall abide by all rules and regulations of the California Department of Food and Agriculture, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides.

3. Care shall be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. Care shall be taken by the Contractor to avoid herbicide drift onto non-target plants.

J. Leaf Pick-Up

All leaves shall be removed from turf, hard surface areas and shrub beds weekly.

K. Ground Covers

Established ground covers bordering sidewalks or curbs should be edged as often as necessary to provide a clean crisp line at all times. Ground covers should not be allowed to touch or cover the crown of shrubs and trees.

Ground covers should be irrigated according to the water requirements of the plants. Because both trees and shrubs are often planted in ground cover areas, irrigation should be made with the water requirements of all plants considered. Moisture checks should be mad periodically by use of a soil probe in various ground cover areas. These checks should be used as a guide in water requirement.

Fertilizations, at Contractor's expense, should coincide with the ground cover growing season, one application of a complete fertilizer applied in the spring, per manufacturer's recommended application rate, is generally adequate ground cover areas require a minimum of two applications of fertilizer: one in early spring and again in late spring or early summer.

Ground covers will develop a thatch layer with age. This mat of old stems (thatch) is not only unsightly, but harbors a great number of insects, rodents and other undesirable pests. Renovation of ground covers, at Contractor's expense, is normally done at the end of the dormant season, and will reduce the thatch and revitalize the appearance of the ground cover. In order to establish complete coverage within a maximum of two growing seasons, ground cover plantings should be kept healthy and actively growing with proper irrigation and fertilization.

L. Fertilization

Shrubs shall be fertilized annually, at Contractor's expense, using a slow-release fertilizer at the manufacturer's recommended application rate.

LANDSCAPE MAINTENANCE

SPECIFICATIONS FOR:

PUBLIC HEALTH DEPARTMENT

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1. GENERAL INFORMATION

A. Site Description

The **Public Health Department** is located at **260 E. 15th Street**. The area includes the 15th Street Parking Lot, "C" Street Parking Lot and "C" Street Vacant Lot.

The area is covered in turf grass, has trees, shrubs and ground cover areas. The "C" Street vacant lot is not irrigated and will need to be herbicide treated to prevent growth as needed.

The landscape area is irrigated by an automatic irrigation system.

B. Scope of Work

Contractor shall furnish all labor, equipment, materials, and other services necessary for the complete grounds maintenance of this landscape area. All work shall be performed in accordance with applicable laws, and regulations, codes, and ordinances of state and local agencies.

Contractor shall comply with all applicable laws and regulations relating to safety, including the regulations of the California Division of industrial safety.

The Contractor shall perform weekly inspections of the landscape area for maintenance needs and safety hazards.

The Contractor will inspect the area with a Public Health representative on an as needed basis.

C. Licenses

The Contractor will provide a State of California Qualified Applicator Certificate or a Maintenance Gardener Pest Control Business License. **A State of California C-27 Landscape Contractor License is required at the time of bid submital.**

D. Workmanship

It is the intention of the owner to call for the highest level of quality in landscape maintenance compatible with standard practice. All landscaping services shall be performed by an experienced landscape technician, directly employed and supervised by the Contractor. Contractor shall provide information in technical supervision through a competent foreman, as required, to implement modern methods and newly developed horticulture procedures. The Contractor shall cooperate with Public Health's representative to enable Public Health to determine the Contractor's conformity to these specifications and the adequacy of the work being performed.

E. Non-Interference

The Contractor shall perform all necessary work detailed in these specifications in such a manner as to not interfere with the public use of this area. Whenever the Contractor finds it necessary to do so, he/she shall give adequate written notice to the Public Health Department's representative; in no case less than 48 hours.

F. Damage by Contractor

All damage to County's landscaping, equipment or property due to the Contractor's negligence shall be the responsibility of the Contractor to repair or replace.

G. Extra Work beyond the Scope of Contract

The Contractor is responsible for replacing or repairing damages upon the site. Any damages or repairs exceeding $50.00 per month will need authorization by the County representative.

H. Chemical Application and Reports

Pest control application shall be done only by qualified, trained personnel. Contractor must use approved materials. Chemical application §hall be done with extreme care to avoid damage to desirable plant material, or to prevent any conditions which would be hazardous to any person or pet. The Contractor shall submit a duplicate copy of the State pesticide use report to Public Health's representative each month in which pesticides have been used.

I. Compensation

Contractor shall be paid for maintenance work on a monthly basis. Contractor shall furnish Public Health's representative an itemized monthly statement showing services rendered.

2. LANDSCAPE MAINTENANCE SPECIFICATIONS

A. Debris Removal

Litter and trash including leaves, rubbish, papers, bottles, cans, and other debris should be removed from all areas, including curbs, gutters and sidewalks on a minimum of once a week. All refuse from the maintenance operation will be disposed of off the property.

B. Turf Maintenance

1. Mowing

All turf area to be mowed with power-propelled reel or rotary-type mowers. Mowers shall be maintained to provide a smooth even cut. The Contractor shall remove all papers, rubbish or debris from turf prior to mowing.

All mowers shall be cleaned prior to each mowing to avoid possible weed invasion.

Mowing shall be scheduled on the same day of each week.

Mowing to be performed so that no more than one-third of the grass blade is removed in returning the grass to acceptable height for grass species. Turf shall be mowed weekly during the growing season and at other times as needed. Mowing patterns shall be alternated each week to avoid creating ruts and compaction.

2. Edging and Trimming

Edging and trimming shall include removing all grasses and weeds along walls, fence, foundations, curbs, sidewalks, paths, drives, shrubs, trees, poles, stakes, guy wires or any other object or structure within or bordering the turf area. Contractor shall edge and trim at each mowing.

Contractor may use herbicides to control weed growth next to walls, fences, curbs, gutters and foundations. Herbicides may be used next to trees and shrubs, but any damage resulting from such use shall be the Contractor's responsibility.

The Contractor shall abide by all rules and regulations of the California Department of Pesticide Regulation, Department of Health, and Department of Industrial Relations regarding the safe application of herbicides. Care shall be taken to ensure the safety of the public and the Contractor's employees during chemical weed control operations. Care shall be taken by the Contractor to avoid herbicide drift onto non- target plants.

Trimming shall be done around sprinkler heads as necessary to permit maximum water coverage by the system. Excavations and bare lawn areas around sprinkler heads to minimize trimming is not permitted. Contractor is responsible for all damages caused by trimming and edging.

3. Aerating and Vertical Mowing

Turf should be plugged or aerated once per year in the spring, prior to fertilization. Vertical mowing of turf to provide water penetration and air movement within the soil shall be done as needed.

4. Fertilization

Turf area shall receive two pounds of actual available nitrogen for each 1000 square feet of turf each year. This shall be applied in two applications, one pound of nitrogen applied in the spring, and one pound of nitrogen in a complete fertilizer 16-6-8, or equivalent, applied in the fall.

5. Sweeping

a. Turf Sweeping

Routine sweeping of clippings is not required unless such accumulation of clippings shall cause damage to underlying lawn.

b. Hard Surface Sweeping

Weekly sweeping of curbs, sidewalks, and gutters shall be done to remove grass clippings and dust. All clippings and dust shall be directed toward turf area.

6. Irrigation

Turf shall be watered as required to maintain horticultural acceptable growth and color and to promote deep root growth. Turf shall be irrigated at night or early morning on days permitted by local rules and ordinance. Turf shall not be watered on the day prior to mowing. Intermittent applications during the irrigation period should be used to eliminate runoff and conserve water.

C. Disease and Pest Control

The Contractor shall routinely inspect all landscaped areas for the presence of disease, insect, or rodent infestation. Upon approval of Public Health's representative, the Contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and Contractor's employees.

1. Use of chemical pesticides - All rules of the California State Department of Pesticide Regulation, Department of Health, and Department of Industrial Relations regarding safe application of pesticides shall be observed.

2. Care should be taken to avoid pesticide drift onto non-target organisms.

D. Turf Replacement

Contractor shall report to Public Health's representative any and all damaged, unhealthy and dead grassed areas together with a report on the suspected cause and recommended cure for such damage, health condition or death. Contractor shall be responsible for replacing turf which die due to insects, pets, disease, improper maintenance or Contractor negligence or damage, in which case, the Contractor shall remove the affected turf area and replace with material of equivalent variety subject to the prior approval of the Department of Public Works representative. Replacement grass may be sowed only upon the Department's representative approval. The Public Health Department shall be responsible for replacing lawn which dies from vandalism, weather, flood or causes other than those specified as the Contractor's responsibility

E. Irrigation - General

Irrigation shall be done with the use of automatic sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the Contractor of the responsibility to provide proper coverage of all areas. Timer shall be set to apply minimum watering necessary to maintain landscape. During winter months irrigation timer shall be set for minimal maintenance cycle only.

1. Maintenance - The Contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making whatever adjustments necessary to prevent excessive run-off into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water causing soil erosion, or allowing seepage into existing underground improvements or structures.

   The Contractor shall, at no cost to the Public Health Department, keep controller and valve boxes free of dirt and debris; clean, adjust, straighten, raise or lower the following sprinkler systems components as it relates to maintenance of the landscape area:

   • Sprinkler heads, and/or drip emitters

   • Sprinkler caps

   • Valve covers

   • Valve boxes

   • Valve box lids, including electrical pull boxes and lids

   • Valve sleeves

• Quick coupler valves and caps

2. Inspection - The Contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. Approximately 30 days prior to the termination of the contract, a test of all irrigation systems shall be made by the Contractor and the Public Health representative. Any repairs deemed the Contractor's responsibility shall be made by the Contractor prior to the end of the contract period.

F. Tree Pruning and Maintenance

All trees shall be allowed to grow to their natural genetic form and size, unless specifically excepted. Tree pruning should have two basic objectives: to promote structural strength and to accentuate the natural form and features of the tree.

Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance.

All pruning practices and techniques shall be consistent with the American National Standards Institute Pruning Standards #8300-1 995.

All safety rules of California General Industry Safety Orders Title 8, Article 12 Tree Work, Maintenance, and Removal shall be followed, and observed.

Note: The Contractor shall only be responsible to prune up to a height of 8ft.

G. Shrub Pruning and Maintenance

The general objective for pruning of shrubs and vines are to maintain growth within space limitations, to maintain a natural appearance to eliminate diseased or damaged growth, and to select and develop permanent branches.

Shrubs should be pruned to conform to the design concept of the landscape. Individual shrubs should not be clipped into balled or boxed forms, except in formal settings.

Vines should be pruned to control growth and directions, and should be kept "inbounds" and not allowed to grow over fences, gates, or other structural features.

H. Weed Control

Weeds shall not be allowed to grow in paved areas such as driveways, curbs, walks, paths or in tree wells, shrub and ground cover areas. Weeds can be removed manually or herbicides may be used for control.

Herbicides should be used as little as possible in lawn areas. Herbicide used in turf areas shall be approved by the Department of Public Works representative prior to application.

Any herbicide application must be applied in strict accordance with manufacturer's label application procedures.

I. Leaf Pick-Up

All leaves shall be picked up from turf and hard surface areas weekly.

J. Ground Covers

Established ground covers bordering sidewalks or curbs should be edged as often as necessary to provide a clean crisp line at all times. Ground covers should not be allowed to touch or cover the crown of shrubs and trees.

Ground covers should be irrigated according to the water requirements of the plants. Because both trees and shrubs are often planted in ground cover areas, irrigation should be made with the water requirements of all plants considered. Moisture checks should be mad periodically by use of a soil probe in various ground cover areas. These checks should be used as a guide in water requirement.

Fertilizations, at Contractor's expense, should coincide with the ground cover growing season, one application of a complete fertilizer applied in the spring, per manufacturer's recommended application rate, is generally adequate ground cover areas require a minimum of two applications of fertilizer: one in early spring and again in late spring or early summer.

Ground covers will develop a thatch layer with age. This mat of old stems (thatch) is not only unsightly, but harbors a great number of insects, rodents and other undesirable pests. Renovation of ground covers, at Contractor's expense, is normally done at the end of the dormant season, and will reduce the thatch and revitalize the appearance of the ground cover. In order to establish complete coverage within a maximum of two growing seasons, ground cover plantings should be kept healthy and actively growing with proper irrigation and fertilization.

K. Fertilization

Shrubs shall be fertilized annually, at Contractor's expense, using a slow-release fertilizer at the manufacturer's recommended application rate.

SECTION 2
INVITATION FOR BID CALENDAR AND CHECKLIST

1. <u>Calendar</u>

a.	Availability of Invitation for Bid	10/31/2013
b.	Submittal of Questions / Corrections – Section 3.2	11/15/2013
c.	Pre-Bid Conference – Section 3.5	11/07/2013
d.	Closing Date for Invitation for Bid – Section 3.3	11/26/2013

2. <u>Submittal Checklist</u>

a.	Signature Sheet	Attachment A	Section 3.1.a
b.	Bid Cost Sheet	Attachment B	Section 3.1.a
c.	Reference List	Attachment C	Section 3.4
d.	Subcontractor List	Attachment D	Section 4.19
e.	Local Vendor Preference Certification	Attachment E	Section 4.16

SECTION 3
INSTRUCTIONS FOR SUBMITTING BIDS

1. <u>Bid Submittal</u>

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

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

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

g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.

h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder

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

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

2. Interpretation, Corrections and Addenda

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

Deadline for submission of questions: **11/15/2013**

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

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

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

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

3. Bid Submittal Deadline

The bid must be received in the Merced County Department of Administrative Services - Purchasing by 4:00 P.M. local time on Tuesday, **November 26, 2013**. For the purposes of this bid, the time specified will be as defined by the Date/Time machine in the Office of the Department of Administrative Services-Purchasing, 2222 "M" Street, Room 1; Merced, California 95340. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

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

4. References

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

5. Pre-Bid Conference

A pre-bid conference will be held to discuss all relevant issues associated with the Invitation for Bid. While attendance is not required, all potential bidders are strongly encouraged to attend. Each firm will be limited to not more than two (2) representatives in attendance.

Please submit, in writing, any questions relevant to the Invitation For Bid that you would like answered at the pre-bid conference to the Department of Administrative Services-Purchasing as referenced above or fax your questions to (209) 725-3535, no later than three (3) work days before the conference. This will allow for a more thorough response.

The pre-bid conference may be taped and answers will be posted to the County of Merced Official Website (www.co.merced.ca.us) following the conference. Please contact the Merced County Department of Administrative Services-Purchasing at (209) 385-7331 for confirmation of your attendance. **Oral answers at the conference will not be binding on the County.**

The location, date and time will be as follows:

Location: Public Health Department
260 E. 15th Street, Merced, CA
Date: 11/7/13
Time: 10:00 A.M.

6. 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.

7. 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.

8. 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.

9. Merced County Business License

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

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

SECTION 4
GENERAL TERMS AND CONDITIONS

1. Bid Rejection/Waiver of Informalities

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

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

2. Bonding Requirements

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

3. Condition of Equipment Bid

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

4. Brand Names

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

5. Payments, Invoicing and W-9 Certification Form

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

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

6. Delivery Hours

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

7. Damage of Items

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

8. Alternate Bids

Alternate bids 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

For the first twelve months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the follow year, which will be subject to negotiation by the County at the County's discretion. The Director of Administrative Services shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase.

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:

MENTAL HEALTH DEPARTMENT
300 E. 15th STREET

480 E.13th STREET

1137 B STREET

MERCED, CA 95340

PUBLIC HEALTH DEPARTMENT
260 E. 15th STREET
MERCED, CA 95340

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. Local Business Purchasing Preference

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

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

b. Employs at least one (1) full-time employee within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the County; and

c. Has had a fixed office or place of business having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the County.

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

17. <u>Insurance</u>

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

a. Requirements and Limits:

1. Commercial General Liability: $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.

2. Automotive Liability: $1,000,000.00 per accident for bodily injury and property damage, or split limits of $500,000.00 per person/$1,000,000.00 per accident for bodily injury and $250,000.00 per accident for property damage.

3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.

b. Insurance Conditions.

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

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

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

18. Qualification of Bidder

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

19. Subcontracting

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

20. Default

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the County may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the County. Prices paid by the County must be considered the

prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Department of Administrative Services-Purchasing.

21. Cancellation of Purchase Order and/or Contract

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

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

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

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

22. Rejection of Bid

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

23. Nondiscrimination

a. During the performance of this bid, bidder and any sub-bidders shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, martial status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidder and sub-bidders shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and sub-bidders shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this contract by reference and made a part hereof as if set forth in full.

b. Bidder and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

c. Bidder shall include the nondiscrimination and compliance provisions of the clause in all

subcontracts to perform work under the contract.

d. Bidder shall grant access by representative of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

24. Non-discrimination of the Disabled

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

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

25. Governing Law and Venue

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

26. Taxes

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

27. Samples

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

28. Liabilities

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

29. 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.

30. 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.

31. 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. <u>Lowest Responsive Bidder</u>

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. <u>Lowest Responsible Bidder</u>

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. <u>Award</u>

The County reserves the right to:

a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;

b. Reject any or all responses, or any part thereof;

c. Waive any informality in the bids;

d. Accept the bid that is in the best interest of the County. The Department of Administrative Services-Purchasing's decision shall be final;

e. Award bids based upon the "Local Business Purchasing Preference" Policy.

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

4. Notice of Intent to Award

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

5. Debriefing

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

6. Protest

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

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

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

County Executive Officer
County of Merced
2222 "M" Street
Merced, California 95340

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

7. Protest Procedures

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

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

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

ATTACHMENT A
SIGNATURE SHEET

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

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax No.:_____

County Business License No. _____ Expiration Date: _____

State Business License No. _____ Expiration Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail: _____

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH BID

ATTACHMENT B
BID COST SHEET

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

Item Number	Qty	Description	U/M	UNIT PRICE	Total
		MENTAL HEALTH LANDSCAPE MAINTENANCE			
01	12	300 E. 15th STREET	MO.		
02	12	480 E.13th STREET	MO.		
03	12	1137 B STREET	MO		
		PUBLIC HEALTH LANDSCAPE MAINTENANCE			
04	12	260 E. 15th STREET	MO		
05	12	15th STREET PARKING LOT, "C" Street Parking Lot and "C" Street Vacant Lot	MO		
06	12	"C" STREET PARKING LOT	MO		
07	12	"C" STREET VACANT LOT	MO		
GRAND TOTAL				$	
Date:		**Signature:**			

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ATTACHMENT C
REFERENCE LIST

1) NAME: _____

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

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

2) NAME: _____

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

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

3) NAME: _____

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

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

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ATTACHMENT D

SUBCONTRACTOR LIST

SUBCONTRACTOR NO: 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

SUBCONTRACTOR NO: 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

SUBCONTRACTOR NO: 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

SUBCONTRACTOR NO: 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

SUBCONTRACTOR NO: 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TELEPHONE NUMBER: _____

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

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ATTACHMENT E

LOCAL VENDOR PREFERENCE CERTIFICATION

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

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

2. Employs at least one (1) full-time employee within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the County; and

3. Has had a fixed office or place of business having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the County.

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

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

Bid Number _____

Company Name_____

Address_____

Business License Number and Jurisdiction_____

Tax ID Number (TIN) _____

Phone Number_____

Printed Name_____

Signature_____

Date_____