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Equal Opportunity Employer

Issue Date: 5.18.16

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

**INVITATION FOR BID  
BID NO. 7142**

**FOR:  
ELEVATOR MAINTENANCE SERVICE  
COMMODITY CODE: 910.13**

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 June 15, 2016 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 Elevator Maintenance Services. Please carefully read and follow the instructions. **Bids shall be presented under sealed cover. Clearly marked with the bid number and bid submittal deadline date on the outside and mailed or delivered to:**

County of Merced  
Department of Administrative Services-Purchasing  
2222 "M" Street, Room 1  
Merced, California 95340  
Attn: Frank C. Rybka, C.P.M., CPPB,  
Procurement Specialist II  
Phone: 209-385-7331 Ext. 4361  
Fax: 209-725-3535  
E-Mail: [frybka@co.merced.ca.us](mailto: 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., June 15, 2016**

**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**

**1. MAINTENANCE LOCATIONS:**

- 1.1 Merced County Library  
2100 "O" Street  
Merced, CA 95340
  - A. One (1) Atlas Hydraulic Passenger Elevator, State # 02245
  - B. One (1) Dumbwaiter
  
- 1.2 Merced County Administration Building  
2222 "M" Street  
Merced, CA 95340
  - A. Three Passenger Elevators, State #58851, #58852, #58853
  - B. One (1) Freight Elevator, State #58864
  
- 1.3 Merced County Probation Building  
2150 "M" Street  
Merced, CA 95340
  - A. One (1) Passenger Elevator, State #37940
  
- 1.4 Merced County Old Courthouse  
700 W. 21<sup>st</sup> Street  
Merced, CA 95340
  - A. One (1) Passenger Elevator, Hydraulic (U.S. Elevator)
  
- 1.5 Merced County Public Health Building  
260 15<sup>th</sup> Street  
Merced, CA 95340
  - A. One (1) Passenger Elevator, Hydraulic (Thyssen)

**2. PREVENTIVE MAINTENANCE:**

Successful bidder shall be responsible for regular, systematic execution of elevator maintenance service as follows:

The work described shall be performed by the successful bidder and unless otherwise specified, applies to all parts of the elevators, including but not limited to: machine, motors, generators, brushes, controller, including printed circuit boards, microprocessor boards, cables, selectors, worm gears, thrusts, bearings brake magnet coils, or brake motors, brake shoes, winding, rotating elements, contacts, coil resistance for operating and motor circuits, motor control devices including drives, SCR drives, magnet frames, leveling devices, cams, car and hoist way door

hangers, tracks and guides, door operating devices, interlocks and contacts, car doors or gates, car platforms, car door operating devices, hydraulic pistons, packings, hydraulic control valves, shut-off valves, over speed valves, mufflers, buffers, safeties and their components, governors and over speed devices, car and counterweight guide shoes and guide roller assemblies, machine and deflector sheaves, car lights, push buttons, key switches, annunciators, indicators, hall lanterns, bulb replacements, all other signals, scheduling and accessory equipment complete. These parts, where included, as a part of the elevator installation at the time the bid for this work is submitted.

Successful Bidder agrees to regularly and systematically examine, clean lubricate, adjust the vertical transportation equipment, and as conditions warrant, repair or replace all portions of the vertical transportation equipment. Successful Bidder shall maintain the elevator machine rooms, hoist ways, pit car tops and the equipment in or on them in a clean condition. Successful Bidder shall maintain escalator trusses, machine rooms, pits and clean condition.

The following items will be excluded from preventative maintenance and repair or replacement of all vertical transportation equipment:

- 2.1 Repairs required because of negligence, accident or misuse of equipment by anyone other than the Successful Bidder, his employees, subcontractors, servants or agents, or other causes beyond the Successful Bidder's control except ordinary wear.
- 2.2 Repair or replacement of building items, such a hoist way, machine room walls and floors, car enclosures and finishes, car finish floor material, hoist way entrance frames, car and hoist way door panels, sills, signal fixture faceplates, buried piping, underground hydraulic cylinders, smoke detectors and communication equipment not installed by elevator contractor.
- 2.3 Mainline and auxiliary disconnects switches, fuses and feeders to control panels.
- 2.4 Lamps for normal car and machine room illumination.

When during routine examination or testing of the equipment, corrective action is found to be required, the Successful Bidder shall proceed immediately to make (of cause to be made) replacements, repairs, and adjustments.

When such work is determined not to be the Successful Bidder's responsibility, a written report signed by the Successful Bidder shall be delivered to the County of Merced for further action, with the exception of a safety or potential safety problem in which case, the Successful Bidder shall immediately correct the problem as the least expense possible to the County of Merced.

In performing the work indicated, the Successful Bidder agrees to provide parts used by the Manufacturers of the original equipment for the replacement or repair, and to use lubricates obtained from and / or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the County of Merced. Parts requiring repair shall be rebuilt to "like new" condition.

No part or equipment may be permanently removed from the jobsite without written approval from the County of Merced. This does not include renewal parts stocked on the job by the Successful Bidder, which shall remain its sole property until installed for use on the equipment.

**3. PERFORMANCE REQUIREMENTS:**

Successful Bidder agrees to maintain the following minimum performance requirements of the passenger elevators as follows:

Due to the wide variety of equipment installed, no specific performance requirements are included. The County of Merced reserves the right to determine standard, industry accepted performance times for each model and type of elevator in each building if so required. The County of Merced may choose to enforce these performance parameters if it deems necessary.

- 3.1 Floor to floor time are measured from the time the doors start to close at a floor unit the elevator is stopped at the next typical successive floor in either direction of travel and the door  $\frac{3}{4}$  open.
- 3.2 Door opening times are measured from start of car door open until doors are in fully open position.
- 3.3 Door closing force is measured at rest with doors between  $\frac{1}{3}$  and  $\frac{2}{3}$  closed.
- 3.4 Stopping accuracy shall be measured under all load conditions.
- 3.5 Variance from rated speed, regardless of load, shall not exceed +/- 3%.
- 3.6 To maintain comfortable ride, the Successful Bidder shall maintain vertical alignment of guide rails to a tolerance of  $\frac{1}{16}$ " in 100'.
- 3.7 The Successful Bidder agrees to periodically check and adjust the group dispatching system. Make the necessary tests to ensure all circuits and time settings are properly adjusted at any time proper adjustment is questioned. Consistent scheduled system adjustment procedures shall be performed to minimize response time to registered car and hall calls. *(As applicable)*
- 3.8 The objective of these performance standards is to maintain reliability of operation and performance of the counties elevator inventory. Consistent with this the following callback frequencies shall be used by the County of Merced to determine the quality of performance and maintenance.
  - a. Hydraulic Elevators:

Automatic Operation up to 4 stops	4 callbacks per year
Freight type, manual doors, Single	
Automatic Pushbutton Operation	4 callbacks per year
  - b. Traction Elevators 4 callbacks per year.

The above noted frequencies are per individual unit. In accomplishing the above

requirements, the Successful Bidder shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft accurate stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel. Performance requirements indicated are minimum standards, and are not the sole criteria for judging the Successful Bidder's performance.

**4. SPECIAL CONDITIONS:**

The Successful Bidder shall post a preventative maintenance schedule and a work log in each machine room. The log shall include all entries for routine preventative maintenance and repairs, including bi-annual Supervisor's surveys. Entries shall include date work is completed, mechanics or supervisors name, brief description of the work completed (including number of elevators serviced) and the approximate time required for work. The log and maintenance schedule shall be posted conspicuously in each machine room. County of Merced shall be allowed to inspect and copy the log and maintenance schedule at any time.

- 4.1 Successful Bidder shall maintain County of Merced's complete set of straight line wiring diagrams in good condition. Drawings shall be consistently modified with "as-built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades made by the Successful Bidder during the term of the contract. The County of Merced shall be allowed to reproduce these "as-built" drawings and retain sole possession of these drawings in the event the contract is terminated. If contract is terminated, County of Merced will withhold final payment until the proper set of wiring diagrams are provided.
- 4.2 State or City inspection fees shall be paid by the County of Merced. Fees for re-inspection due to failure to eliminate deficiencies covered by the maintenance contract will be paid by the Successful Bidder.
- 4.3 Neither the resulting contract nor any interest therein nor claim there under shall be assigned or transferred by the Successful Bidder except as expressly authorized in writing by the County of Merced. No contract shall be made by the Successful Bidder with any other party for furnishing any of the work or services herein without the written notice of the County of Merced.
- 4.4 If, during the term of this preventative Maintenance contract, it becomes necessary to exercise the termination provisions, County of Merced and the Successful Bidder agree to the following:
  - A. Successful Bidder shall provide County of Merced with diagnostic/adjustment tools and troubleshooting instruction necessary for continued maintenance and adjustment of equipment.
- 4.5 County of Merced may choose to modernize the vertical transportation equipment during the term of the resulting contract. County of Merced acknowledges that if the Successful Bidder is considered in compliance with the terms and conditions of the resulting contract, that Successful Bidder shall be one of a group of elevator contractors requested to submit a modernization proposal. However Successful Bidder agrees that if the Successful Bidder is not the selected modernization contractor, that the resulting

maintenance contract pertaining to the modernization elevator(s), upon written notice by the County of Merced, be immediately canceled. In addition, Successful Bidder shall deliver to County of Merced or County of Merced representative complete sets of as-builds/as-modified electrical wiring diagrams and diagnostics equipment/tools required for the proper preventative maintenance of all vertical transportation equipment covered by this contract.

**5. EMPLOYEES OF SUCCESSFUL BIDDER TO BE SATISFACTORY:**

Successful Bidder agrees that all work shall be performed by and under the supervision of skilled, experienced, elevator service and repair person directly trained, employed and supervised by Successful Bidder. Any and all employees performing work under the resulting contract shall be satisfactory to the County of Merced.

**6. HOURS AND MANNER OF WORK:**

All work except as otherwise noted under the resulting contract, including unlimited emergency call-back service, shall be performed during regular hours of regular working days of the elevator trade. Provide overtime emergency call-back service at no additional cost under the following conditions:

- 6.1 Passenger entrapment within passenger elevators.
- 6.2 When more than two (2) elevators are out of service in the passenger elevator group due to equipment malfunctions (Note: In one car buildings when that car is down).
- 6.3 If an elevator is shut down for more than 72 continuous hours, the maintenance billing for that elevator shall be suspended until that unit is restored to service. Exception: Scheduled Repairs.
- 6.4 At least quarterly or more often if required, the Successful Bidder shall provide and review with the County of Merced a summary of all trouble calls (call-backs). The intent of this review is to minimize call-backs by developing consistent communication between the County of Merced and the Successful Bidder relative to call-back trends and their causes.
- 6.5 Repair Response Time - Successful Bidder agrees to the following response time for non-emergency maintenance repair calls:
  - a. Regular Business Hours 8:00 AM-5:00 PM-On-site response time not exceed (4) hours.
  - b. After Business Hours 5:00 PM-8:00 AM-On-site response time not to exceed (12) hours.
  - c. Saturday, Sunday, County of Merced Holidays-On-Site response time not to exceed 10:00 AM next Business Day.
  - d. Also applies to emergency response to entrapments.

Removal of elevator from service by Successful Bidder shall be coordinated with and approved by the County of Merced or their representative. County of Merced agrees to permit Successful Bidder to remove elevators from service for reasonable time to perform routine preventative maintenance.

7. **SUCCESSFUL BIDDER TO COMPLY WITH LAWS:**

In the performance of the resulting contract, the Successful Bidder agrees it will abide by existing laws, codes, rules and regulations set forth by all appropriate Authorities having jurisdiction in the location where the work is to be performed.

Successful Bidder shall make periodic equipment tests and maintenance inspections of all equipment included, but not limited to the following:

Group II Elevators (elevators installed prior to October 1998) – State of California 5 year load tests. Any and all other tests required by CA. Title 8 Elevator Code.

Group III Elevators (elevators installed after October 1998) - Annual no-load, slow speed test of car and counterweight safeties, governors and buffers. Annual pressure test on hydraulic elevators. Monthly Firefighters' service operational tests. 5-year, full load, test of safeties, governors and buffers, all as required by the 1996 Edition of ASME A17.1 Safety Code for Elevators and Escalators. Written reports of said tests shall be submitted to the County of Merced. Provide prior notification of full-load, full speed elevator safety tests so that a representative of the County of Merced may witness the test. In the event of conflicting testing requirements between A17.1 and local codes or ordinances, the more stringent shall prevail.

Group IV Elevators (elevators installed after May 1, 2008) - Annual no-load, slow speed test of car and counterweight safeties, governors and buffers. Annual pressure test on hydraulic elevators. Monthly Firefighters' service operational tests. 5-year, full load, test of safeties, governors and buffers, all as required by the 1996 Edition of ASME A17.1 Safety Code for Elevators and Escalators. Written reports of said tests shall be submitted to the County of Merced. Provide prior notification of full-load, full speed elevator safety tests so that a representative of the County of Merced may witness the test. In the event of conflicting testing requirements between A17.1 and local codes or ordinances, the more stringent shall prevail.

The Successful Bidder shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of the resulting contract, unless compensated for such tests, installation or services.

All service shall be scheduled in advance with Merced County Department of Public Works Building Services Division, Building Maintenance Division, at (209) 385-7545, 715 Martin Luther King Jr. Way, Merced, CA 95340. **NO SERVICE MAY BE PERFORMED WITHOUT PRIOR APPROVAL AND SCHEDULING.**

The Successful Bidder shall provide all equipment, lubricants, supplies, parts, materials, vehicles, tools, labor, labor supervision, transportation, insurance, licenses as applicable and fees necessary to provide full preventative maintenance, adjustment, replacement and repair service. **Exception: load tests are an additional charge to the County.**



**SECTION 2  
INVITATION FOR BID CALENDAR AND CHECKLIST**

**1. Calendar**

- |    |                                      |            |
|----|--------------------------------------|------------|
| a. | Availability of Invitation for Bid   | 05/18/2016 |
| b. | Submittal of Questions / Corrections | 06/01/2016 |
| c. | Closing Date for Invitation for Bid  | 06/15/2016 |

**2. Submittal Checklist**

- |    |                                       |              |
|----|---------------------------------------|--------------|
| a. | Signature Sheet                       | Attachment A |
| b. | Bid Cost Sheet                        | Attachment B |
| c. | Reference List                        | Attachment C |
| d. | Subcontractor List                    | Attachment D |
| e. | Local Vendor Preference Certification | Attachment E |

**SECTION 3  
INSTRUCTIONS FOR SUBMITTING BIDS**

**1. Bid Submittal**

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

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

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

- b. All bids shall be presented under sealed cover, clearly identified on the outside to read:
- Name of the bidder
  - Address of the bidder
  - Subject of the Bid
  - Invitation for Bid Number
  - Bid Submittal Deadline Date
- c. Please submit **one (1) original signature hard copy** to be **signed in blue ink** (original copies marked as such) and **one (1) copy**.
- d. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.
- e. All prices shall be bid F.O.B. DESTINATION only.
- f. Delivery dates of all items/services shall be specified on the bid.
- g. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- h. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After bid submitted deadline, the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder

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

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

## 2. **Interpretation, Corrections and Addenda**

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

Deadline for submission of questions: **06/01/2016**

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 June 15, 2016. 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.

**6. Bid Security**

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

**7. Forfeiture Of Bid Security**

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

**8. Performance Bond**

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

**9. Specific Compliance**

All bidders will be required to abide by the following:

**OSHA REQUIREMENTS**

In addition to specific compliance with Federal, State and local laws and regulations, All material, equipment, process, or labor submitted under this proposal by Bidder shall comply with health and safety regulations and standards of OSHA 1970 and CA-OSHA 1973 as last revised. Further, it warrants that the said material or equipment will not produce or discharge in any

manner or form, directly or indirectly, substances that could pose a hazard, injury or illness to the health or safety of anyone who may use or be exposed to the substance, process, material or equipment.

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

**10. Acceptance Test**

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, County, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating, that, in County's sole opinion that such items/services performs in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, County shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies, disclosed by the acceptance test. County may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, County shall have the option of immediately terminating any purchase order issued as a result of this bid without financial liability or penalty of any kind, or, with mutual agreement the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to County during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period. If County elects to termination any purchase order issued as a result of this bid, the successful bidder shall refund all monies received from County up to the period of termination, within thirty (30) calendar days from receipt of written termination by County.

**11. Merced County Business License**

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

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

**12. Prevailing Wage**

The general prevailing rate of wage shall apply to this contract in accordance with the latest wage

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

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

**13. Contractor, Sub-Contractor Registration**

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**SECTION 4  
GENERAL TERMS AND CONDITIONS**

**1. Bid Rejection/Waiver of Informalities**

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

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

**2. Bonding Requirements**

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

**3. Condition of Equipment Bid**

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

**4. Brand Names**

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

**5. Payments, Invoicing and W-9 Certification Form**

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

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

**6. Delivery Hours**

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

**7. Damage of Items**

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

**8. Alternate Bids**

Alternate bids will not be considered.

**9. Cash Discount**

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

**10. Pricing**

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:



**MERCED COUNTY  
VARIOUS FACILITIES  
AS DESIGNATED IN SCOPE OF WORK**

**14. Examination of Bid Documents**

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

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

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

**15. Request for Changes**

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

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

**16. Local Business Purchasing Preference**

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

- a. A principal place of business located within the County of Merced with a valid and verifiable business license, if applicable, issued by a city the County or a business located in the unincorporated areas of the County. Post Office Boxes do not qualify as verifiable local business addresses;
- b. Employs at least one (1) full-time employee within the County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose

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

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

**17. Insurance**

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

a. Requirements and Limits:

1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured using ISO form CG2026, as to any liability arising from the performance of any contract resulting from this proposal.
2. Automotive Liability: \$1,000,000.00 per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage.
3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.

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. Any agreement with one or more subcontractors must include provisions for the County to be an additional insured with regard to any claim arising from the ongoing operations of the subcontractor, including the requirement that coverage extends to all "upstream" parties.

**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. Lowest Responsive Bidder**

Although competitive pricing is essential in the award of this IFB, consideration shall be given, but not limited to:

- a. Lowest responsive bidder following assessment of 5% Local Business Purchasing Preference, if applicable.
- b. The ability of the Bidder to comply with Terms and Conditions set forth herein.
- c. The ability of the Bidder to comply with the Specifications or Scope of Work set forth herein.

### **2. Lowest Responsible Bidder**

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of bidder's performance on previous purchases by, or contracts with, the County;
- e. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided;

### **3. Award**

The County reserves the right to:

- a. Award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the bids;
- d. Accept the bid that is in the best interest of the County. The Department of Administrative Services-Purchasing's decision shall be final;
- e. Award bids based upon the "Local Business Purchasing Preference" Policy.

An evaluation of the bidder's ability, quality, and performance as set forth under Section 5.1,

“Most Responsive Bidder” and Section 5.2, “Lowest Responsible Bidder”, of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

**4. Notice of Intent**

A "Notice to Intent to Negotiate" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This “Notice of Intent to Negotiate” will be sent to all participating Bidders by U.S. postal mail and/or email.

A “Notice of Intent to Award” will be sent to all participating Bidders upon completion of the contract negotiation and the agreement is agreed with The Board of Supervisors. This “Notice of Intent to Award” will be sent to all participating Bidders by U.S. postal mail 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: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

State Business License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name/Title of Authorized Official: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT B  
BID COST SHEET**

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

<b>BUILDING</b>	<b>ELEVATOR</b>	<b>ANNUAL COST</b>
Site 1-Merced County Library	A. Atlas Hydraulic Passenger Elevator, State #02245	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
	B. Dumbwaiter	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
Site 2-Merced County Admin.	A. Passenger Elevator, Geared Traction, State #58851	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
	B. Passenger Elevator, Geared Traction, State #58852	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
	C. Passenger Elevator, Geared Traction, State #58853	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
	D. Freight Elevator, State #58864	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
Site 3 – Merced County Probation	A. Passenger Elevator, State #37940	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
Site 4 – Merced County Courthouse	A. Hydraulic Passenger Elevator, U.S. Elevator	
	1. Preventative Maintenance	\$
	2. Load Test (As applicable)	\$
Site 5 – Merced County Public Health	A. Hydraulic Passenger Elevator, Thyssen	
	1. Preventative Maintenance	\$

<b>BID NO. xxxx CONTINUED</b>		
	2. Load Test (As applicable)	\$
<b>GRAND TOTAL</b>		\$
<b>Date:</b> <b>Signature:</b>		

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT C  
REFERENCE LIST**

1) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
                    P.O. Box/Street                                      City                                      State                                      Zip

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT: \_\_\_\_\_

DATE AND SERVICES PROVIDED: \_\_\_\_\_

2) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
                    P.O. Box/Street                                      City                                      State                                      Zip

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT: \_\_\_\_\_

DATE AND SERVICES PROVIDED: \_\_\_\_\_

3) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
                    P.O. Box/Street                                      City                                      State                                      Zip

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT: \_\_\_\_\_

DATE AND SERVICES PROVIDED: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT D  
SUBCONTRACTOR LIST**

**SUBCONTRACTOR NO: 1 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**SUBCONTRACTOR NO: 2 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**SUBCONTRACTOR NO: 3 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**SUBCONTRACTOR NO: 4 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER: \_\_\_\_\_<sup>27</sup>

DIR Registration No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT E**  
**LOCAL VENDOR PREFERENCE CERTIFICATION**

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

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

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

---

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

Bid Number \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Business License Number and Jurisdiction \_\_\_\_\_

Tax ID Number (TIN) \_\_\_\_\_

Phone Number \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_