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Procurement of Goods and Services

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Bid

NUMBER

7438

TITLE

Oral Health Marketing Services

PROCESS

One Step Unsealing

STATUS

Open for Bidding

CLOSES IN

28 days: 11 hours: 54 minutes: 58 seconds

DESCRIPTION	BID DOCUMENTS	CALENDAR
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You must log in to register for Bid Events and to view Bid Question and Response information.

NUMBER

7438

TITLE

Oral Health Marketing Services

AVAILABLE DATE

2/8/2022 2:00 PM

CLARIFICATION DEADLINE

2/18/2022 2:00 PM

DUE DATE

3/9/2022 2:00 PM

CONTACT INFORMATION

Kim Nausin, Purchasing Manager kim.nausin@countyofmerced.com

BID TYPE

RFP

BILL TO

Merced County Public Health,
260 E 15th St,
Merced, CA 95341 US

SHIP TO

Merced County Public Health,
260 E 15th St,
Merced, CA 95341 US

DESCRIPTION

Merced County is accepting proposals for


Oral Health Marketing Services

You must register first in order to participate.

To access and download the RFP package, click on the "BID DOCUMENTS" tab (above).

Questions and clarifications must be submitted online by clicking on the Clarifications tab of this bid.

The County does not accept bids or proposals by mail, email or fax.

▼ BID CATEGORIES (2 records) 

CODE	TITLE	FULL NAME
008	CONSULTING SERVICES	000 ALL CATEGORIES > 008 CONSULTING SERVICES
019	HEALTH AND MEDICAL SERVICES	000 ALL CATEGORIES > 019 HEALTH AND MEDICAL SERVICES

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SECTION 1

INTRODUCTION

1.1 INTENT OF THE REQUEST FOR PROPOSAL

The County of Merced on behalf of the Department of Public Health is seeking a qualified Bidder to develop an oral health marketing plan which will include the development of educational materials and messaging for dissemination to providers, the public and decision makers.

The activities under this contract will meet the program deliverables of the Merced County Local Oral Health Program and must use principles of risk communication and health literacy.

Budget

The total contract price shall not exceed Fifty Thousand Dollars and No Cents (\$50,000.00).

Funding is provided by Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 funds and therefore, is contingent upon the funding received from the State of California, Department of Public Health.

1.2 BACKGROUND INFORMATION

State Oral Health Initiative

California state and local governmental agencies, professional and advocacy organizations, foundations, academic institutions, and other groups have worked collaboratively and demonstrated a commitment to improving oral health in California. There have been several recent positive developments, including the re-establishment of CDPH's Oral Health Program (OHP); the strengthening of the dental services under Medi-Cal program; and expanding dental insurance coverage under Covered California for children and families.

With that said, the County received funds to implement several goals identified in the California Oral Health Plan. The contractor will specifically assist with Goal 4 to: develop and implement communication strategies to inform and educate the public, dental teams, and decision makers about oral health information, programs, and policies.

Oral Health Advisory Committee

The Merced County Local Oral Health Program (MCLOHP) is dedicated to protecting and improving the oral health and long-term wellbeing of community members. In order to better understand and meet the diverse needs of the community, an advisory committee (AC) consisting of fifteen (15) different member

affiliations representing local partners, content experts, and key community stakeholders convenes on a quarterly basis to oversee the interventions and activities planned by the MCLOHP through the duration of the grant term ending in 2022.

The primary role of the AC is to provide general guidance for the needs assessment process, the development of a Community Oral Health Improvement Plan, and the overall evaluation of the project. In addition, members of the Advisory Committee are responsible for implementing priority strategies identified in the Community Oral Health Improvement Plan. The Bidder will work closely with the AC to ensure materials and messages are created in a culturally appropriate and accessible way.

REQUIREMENTS

1.3 SCOPE

In order to accomplish the stated objectives, the selected Bidder will be expected to complete several activities, outlined below:

- 1.3.1 Attend Oral Health Advisory Committee meetings, as well as any other relevant partner meetings for the purposes of gathering feedback on scope of work activities.
- 1.3.2 Develop or adapt a culturally appropriate, comprehensive Merced County Oral Health educational campaign with input from the AC, Public Health staff, and stakeholders. The comprehensive campaign should be uniquely branded and built for dissemination on platforms such as: social media (e.g. Facebook, Twitter, Youtube, Instagram, etc.); local traditional media (e.g. Newspaper); local popular radio; television, billboards, etc.
- 1.3.3 Pilot test materials with a sample of the target audience to ensure comprehension and adjust campaign as necessary.
- 1.3.4 Develop Dissemination Plan for campaign, ensuring health equity is addressed and culturally relevant strategies are utilized.
- 1.3.5 Execute Dissemination Plan for campaign. Execution may require the posting of content to social media, developing scripts for advertisements, coordinating posting to billboards, etc.
- 1.3.6 Submit monthly reports on campaign reach and adjust Dissemination Plan as needed.

1.4 SPECIFIC COMPLIANCE

The Bidder awarded the Agreement derived from this proposal will be required to abide by all applicable local, federal and state laws and regulations, including funding restrictions and limitations put forward by the State of California, Department of Public Health.

SECTION 2

RESPONSE FORMAT AND CONTENT

2.1 GENERAL INFORMATION

This section describes the required response format and content. The response should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that of which is required in the response should be contained in a section sequentially numbered and entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete response, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in the rejection of your response.

Responses must be complete in all aspects. A response may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A response may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The response must contain all costs required by the proposal.

2.2 RESPONSE FORMAT

The response must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Responses that do not conform to this format may not be considered for evaluation. All responses must be submitted in the name of the legal entity or authorized agency. Responses must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the response will be as follows:

- 2.2.1 Signature Page
- 2.2.2 Bond(s) (If any)
- 2.2.3 Table of Contents
- 2.2.4 Executive Summary
- 2.2.5 Exceptions
- 2.2.6 Approach
- 2.2.7 Bidder's Qualifications
- 2.2.8 Cost Proposal

2.2.1 Signature Page

Bidder must complete and return the enclosed Signature Page. The

Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

2.2.2 Bond(s)

Bidder must enclose any bonds as required in the RFP.

2.2.3 Table of Contents

The Table of Contents must be a comprehensive listing of the contents included in your response. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

2.2.4 Executive Summary

The Executive Summary shall condense and highlight the contents of the Bidder's response to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification(s), experience and staffing.

2.2.5 Exceptions

This portion of the response will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's response meets those requirements as specified herein and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be considered by the County, and will form a part of any resulting Agreement, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

2.2.6 Approach

The Bidder's response shall clearly describe, in detail, how the Bidder will meet and perform the requirements of this RFP. Additionally, responses should provide any special or unique qualifications the Bidder has and believes will contribute to meeting the requirements of this RFP. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or

activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

The merit of each response received in response to this RFP will be judged largely on the basis of each Bidder's narrative description as described in the Approach of their response. It is important that your response contain all information required for an effective evaluation. The response should be written in such a manner that provides sufficient detail for the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

2.2.7 Bidder's Qualifications

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications, experience, and capability to perform the requirements of this RFP. The following sections must be included:

a) History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

b) Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this RFP, which demonstrates your company's ability to provide the service described in your response.

c) References

Provide a list of at least three (3) customer references. Include the agency/firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Agreement; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

d) Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

2.2.8 Cost Proposal

It is essential that all responding Bidders include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your response. All responses must have a narrative providing a thorough and clear explanation of your costs.

SECTION 3

BASIS OF AWARD, SELECTION PROCESS, AND EVALUATION CRITERIA

3.1 BASIS OF AWARD

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

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE RESPONSE AND MINOR IRREGULARITIES, TECHNICAL DEFECTS, OR CLERICAL ERRORS, TO MAKE AN AWARD BASED ON SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO COST ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER RESPONSE.

False, incomplete, or nonresponsive statements in connection with the response may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination. The County reserves the right to cancel or discontinue the response process and reject any or all responses in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment, and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the RFP process.

3.2 EVALUATION PROCESS

The Evaluation Committee will consider only those responses which have been considered responsive to the proposal. Any response which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the subcontractors' references; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a response, and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced response, but shall recommend such response that is the most qualified, responsive, and cost-effective response and in the best interest of the County (“most responsive response”).

The RFP will be evaluated based on the following criteria:

	Criteria	Points
1	Overall responsiveness to the RFP	20
2	Experience working on Oral Health related projects	10
3	Experience developing health education or communication materials using principles of risk communication	20
4	Experience creating messaging for media campaigns	20
5	Experience disseminating information using various (e.g. web, television, social media, billboards, radio, etc.) platforms	30
	Total Points	100

3.3 NOTICE OF INTENT

A "Notice of Intent to Negotiate" with the successful Bidder will be sent, by email, to all participating Bidders.,

A "Notice of Intent to Award" will be sent, by email, to all participating Bidders upon completion of negotiations with the successful Bidder.

3.4 NEWS RELEASES

The successful Bidder shall not make any news release about the award without the prior written approval of the County.

3.5 DEBRIEFING

A debriefing shall be held before the award of the Agreement upon an unsuccessful Bidder's timely request for information concerning the evaluation of that Bidder's 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 at 2222 "M" Street, Merced, California 95340 within three (3) working days following the County's transmission, by U.S. postal mail or , of the "Notice of Intent to Negotiate". Each requesting Bidder will be allotted a maximum of one (1) hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted response as it relates to the evaluation criteria stated in this RFP. The debriefing may be held, at the County's discretion, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or selection criteria. The debriefing procedure provided in this RFP to all requesting and unsuccessful Bidders is the exclusive and sole remedy and means of receiving

information regarding the respective Bidder's evaluation and preliminarily challenging the award of the Agreement.

3.6 PROTEST

Should an unsuccessful Bidder request a debriefing, and believes its response to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for the award, the appealing Bidder may protest the County's selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Agreements 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 have gone through the debriefing process described above and must provide facts and evidence to support the protest.

Protest(s) to County's Intent 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 of 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 transmission, by U.S. postal mail or facsimile, of the "Notice of Intent to Award" to the Bidder.

3.7 PROTEST PROCEDURES

A Bidder protesting the results must use the procedures set out in this Request for Proposal (RFP). By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures in this RFP shall precede any action before 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.

The formal protest shall be presented first to the County Executive Officer or their designee. If the protest remains unresolved after the County Executive Officer's review, the Bidder will have an opportunity to address the Board of Supervisors with their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

The County Executive Officer, or their designee, and the County Board of Supervisors shall dismiss a protest if it is determined that the protest was submitted: (1) as a delay tactic; (2) to position 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.

If a protesting Bidder does not appear at the scheduled protest hearing, the protest will be dismissed.

SECTION 4

TERMS AND CONDITIONS

4.1 REQUEST FOR PROPOSAL (RFP) CLOSING DATE

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

All responses shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for one hundred twenty (120) days from the date of closing.

All responses and accompanying documentation submitted by the Bidders will become the property of the County. Responses shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations they may have received before the solicitation of the proposal.

The cost for developing and preparing the response is solely the responsibility of the Bidder whether or not any award results from this solicitation. Furthermore, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Agreement.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without the prior written consent of the County.

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL RESPONSES OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS, OR CLERICAL ERRORS, TO MAKE AN AWARD BASED ON SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

4.2 ANNOUNCEMENT OF RESPONSES

All responses received by the published date and time for submission will be publicly displayed at the Department of Administrative Services-Purchasing at 2222 "M" Street, Merced, California 95340, and our Supplier Portal Site. All

information contained in the responses shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. No award decision, pricing, or exchange of views will be discussed at the time of opening.

4.3 INTERPRETATION, CORRECTIONS, AND AMENDMENTS

The Bidder must carefully examine the specifications, terms, and conditions provided in the RFP and become fully informed as to the requirements set forth therein. If anyone planning to submit a response discovers any ambiguity, conflict, discrepancy, omission, or error in the proposal, has any questions concerning the "REQUIREMENTS", or any other related matters, Bidder shall immediately submit their request for clarification or modification of the RFP no later than the Question and Answer deadline. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written amendment, issued by the Department of Administrative Services-Purchasing to each vendor on the Bidders list as well as posted on the County website, and shall be incorporated in the proposal. **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.**

4.4 DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

All Bidders submitting a response for consideration agree that their company will be willing to enter into a final Agreement if awarded this proposal. The County may, in its sole discretion, negotiate certain terms and conditions of such final Agreement after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

4.5 FALSE OR MISLEADING STATEMENTS

Responses that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Bidder, may be rejected. If in the opinion of the County, such information was intended to mislead the County in its evaluation of the response, and the attribute, condition, or capability is a requirement of this proposal, it will be the basis for rejection of the response.

4.6 INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an Independent Contractor and is not an agent or employee of the County and warrants that all persons assigned to the program/project are employees, or subcontractors, of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting, and payment of any federal, state, or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its subcontractor(s) and employees if any. It is mutually agreed and understood that the Bidder, its subcontractor(s), and employees, if any, shall have no claim under any Agreement that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement, or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

4.7 EXPLANATION OF USE OF SUBCONTRACTORS

Any Bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) of the subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal 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 Agreement that is entered into between the selected Bidder and the subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work. Bidder awarded any Agreement as a result of this proposal shall obtain County written approval of subcontractors identified in Bidder submittal prior to execution of Agreement.

4.8 JOINT VENTURES

In the event a response is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as subcontractors.

4.9 CONFIDENTIALITY

The contents of all responses, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's response shall be held in the strictest confidence until after negotiations for the Agreement are complete. If you contend that any submission contains trade secrets or proprietary data, please be advised that the County cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act. The Bidder should clearly mark any of the information within their response that is proprietary, however, the County will be guided by the California Public Records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE RESPONSE AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.

Submission of a response by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forward it to County.

County shall not be required to contact any Bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

4.10 PUBLIC AGENCY PARTICIPATION

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

4.11 PRICING CONDITIONS

All responses shall remain firm for at least one hundred twenty (120) calendar days after RFP Submittal Deadline unless otherwise specified. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline, a purchase order and/or an Agreement may be awarded by the County, as it may deem proper, in its absolute discretion. The time for awarding a purchase order and/or an Agreement may be extended at the sole discretion of the County, if required to evaluate responses or for such other purposes as the County may determine.

4.12 DETERMINATION OF BIDDER'S RESPONSIBILITY

4.12.1 Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Bidders.

4.12.2 Non-responsible Bidder

The County may declare a Bidder to be non-responsible for purposes of this proposal for a variety of reasons, some of which are listed below. This is not an exclusive list, reasons may include, but are not limited to the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Agreement that may be derived from this proposal with the County or an Agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete, or unresponsive statements or omitted requested documentation in connection with this proposal.

4.13 PUBLIC DISCLOSURE

All public records of the County are available for disclosure except the contents of the responses received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the County is agendized with the Board of Supervisors. If an unsuccessful Bidder files an official request to view the awarded Bidder's response, the County must comply with appropriate public disclosure procedures. However, if information specifically designated in

the response as proprietary is requested County may attempt to notify Bidder should Bidder wish to pursue protections against disclosure, at its own cost, so that the information will not be made available.

Pursuant to the California Public Records Act, Government Code Sections 6250 *et seq.*, any contract that eventually arises from this Request for Proposal is a public record, in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record **without exception**, and will be disclosed upon request, but only after negotiations are complete. Submission of any materials in response to this Request for Proposals constitutes your consent to release materials and a waiver of any claim that the information is protected from disclosure. Furthermore, by submitting materials, you agree to indemnify and hold harmless Merced County for the release of such information.

4.14 QUALIFICATIONS 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 response should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

4.15 DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the response rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, for any of, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all responses involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the County or others.
- Being in arrears on existing Agreements with the County or having defaulted on previous Agreements.
- Incomplete information or missing documents as required in the proposal.

4.16 INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, questionable, or improper conduct.

4.17 GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Agreement for future reward or compensation, neither during the proposal process nor during the performance of any Agreement period resulting from this RFP.

4.18 CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractor(s), and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any Agreement that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any Agreement that may be derived from this proposal without immediate divulgence of such fact to the County.

4.19 FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this RFP or any product delivered with respect to the Agreement. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

4.20 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. Bidder warrants that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, Bidder 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.

4.21 ENVIRONMENTAL PROTECTION

The Bidder awarded the Agreement resulting from this proposal shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC,

1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

4.22 DRUG-FREE WORKPLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

4.23 PREVAILING WAGE RATES

Should the RFP call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performed under public works project laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq. 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 Bidder to whom the Agreement is awarded, and upon all subcontractors under them, 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.

4.24 COMPLIANCE WITH APPLICABLE LAWS

The successful Bidder shall otherwise perform all obligations under the resulting Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

No Bidder or subcontractor(s) may be listed on a bid response 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 Bidder or subcontractor(s) may be awarded an Agreement 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.

4.25 LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this RFP, and any subsequent Agreement that may be derived from this RFP, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to the interpretation, construction, operation, effect, and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any Agreement that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

4.26 OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, to determine the lowest price bid, shall be increased by the applicable retail rate of general sales tax and use tax when and where applicable.

4.27 LOCAL BUSINESS PURCHASING PREFERENCE

Notwithstanding any other provision contained herein to the contrary, a ten percent (10%) preference shall be granted to local businesses whenever the purchasing agent of Merced County purchases services, supplies, materials, and/or equipment for County use through the competitive bid process, which shall be defined herein to include quotes, bids, and proposals. The purchasing agent in evaluating competitive bids shall determine the lowest responsible Bidder, and if the lowest responsible Bidder is a non-local Bidder then a ten percent (10%) preference shall be granted to local Bidders. Local preference only applies to the procurement of services, supplies, materials, and/or equipment, and will not apply to bids conducted 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.

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 within the County or a business located in the unincorporated areas of the County. Post Office Boxes do not qualify as verifiable local business addresses; and
- 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.

The ten percent (10%) local preference shall be deducted from the total dollar amount bid by local Bidders on competitive quotes and bids, and assess on the total evaluated aggregate score obtained by local Bidders on proposals (County of Merced County Policy, Chapter 5.12.025, "Local Business Purchasing Preference" Policy).

4.28 BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any Agreement 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" (<http://www.qcode.us/codes/mercedcounty/>).

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.