



**GSA PURCHASING AGENT**  
1010 Tenth Street, Suite #5400, Modesto, CA 95354  
PO Box 3229, Modesto, CA 95353-3229  
Phone: (209) 525-6319  
Fax: (209) 525-7787

# INVITATION TO BID

**BID NO. 12-51-CB**

**PROJECT NAME:**

**HEWLETT PACKARD EQUIPMENT**

## BID INFORMATION:

**BID RESPONSE DATE:**

**September 20, 2012**

**BID RESPONSE TIME:**

**"NO LATER THAN 2:30"**

**DELIVER BID RESPONSES TO:**  
Stanislaus County GSA Purchasing Division  
1010 Tenth Street Suite #5400  
Modesto, CA 95354

Bidders are required to submit an **original** and **(2 copies)** additional signed copies of their Bid response (including all required attachments) to the above address. Bids shall clearly identify the project name, Bid number, and Bid response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the Bid to be rejected.

**BIDDERS COMPANY NAME:** \_\_\_\_\_

(Type or Print)

In the event this BID is obtained through any means other than Planetbids, the County will not be responsible for the completeness, accuracy or timeliness of the final BID document.

**Signed addenda/addendum to be included in the BID Response. Contractor to complete the below and return with the BID Response.**

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Date Received \_\_\_\_\_ Initials \_\_\_\_\_

Bidder's Name (Printed): \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Title: \_\_\_\_\_

---

**BOND REQUIREMENTS \***

Bid Security required	No	Amount <u>\$ 10% of the Project Price</u>
Performance bond required	No	Amount <u>\$ 100%</u>
Payment bond required	No	Amount <u>\$ 100%</u>

\*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

---

**FOR COUNTY USE ONLY**

Bid was opened on above date and at prescribed place.

Received:         Cashiers or Certified Check drawn on a California bank  
                      Surety Bond

By: \_\_\_\_\_

Stanislaus County GSA Purchasing Division



**STANISLAUS COUNTY  
DISTRICT ATTORNEY'S OFFICE**

The Stanislaus County District Attorney is moving to a virtualized server SAN environment complete with offsite replication. The equipment specified below will be utilized to set up a virtual environment consisting of two (2) new VMWare host servers and two (2) new shared iSCSI SANs. One existing onsite RHEL server and one existing offsite VMWare host server will also be connected to the shared storage via iSCSI.

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below. The installer shall allow time to provide guidance and direction to the District Attorney's server technicians during the install.

All parts purchased through this bid process must be eligible for HP warranty in the United States and will need to be "new" Hewlett-Packard products in sealed boxes with United States serial numbers. Bidders must source from HP direct or from a HP partner One distributor. Materials will be verified and returned if they do not meet these requirements.

The following specifications are minimum unless otherwise noted. These specifications are prepared to represent features best suited to the intended use of the unit and are not intended to exclude units that vary slightly from these specifications. Judgment of these variations to rest with the District Attorney's Office.

**SCOPE**

***DATA CENTER - 832 12<sup>th</sup> Street, Modesto, CA***

**Hewlett Packard Equipment**

PRODUCT DESCRIPTION	PART NUMBER
HP P4500 G2 14.4TB SAS Virt SAN	BQ888A
HP 5y Support Plus 24 SVC	HA110A5
LH Virt SAN Soln JW Supp	Opt. 8W7
HP Technical Installation Startup SVC	HA124A1
HP Tech Startup P4K SAN Add-on SVC	Opt. 58K
HP P2000 G3 iSCSI 12x1TB SAS SFF Bundle	QR532A
HP 5y Next Day HW Support	HA101A5
MSA2000 G3 Support	Opt. 1N7
HP Installation and Startup Service	HA114A1
HP MSA Install SVC	Opt. 5J0

HP2910-24G al Switch	J9145A
U.S. - English localization	Opt. ABA
HP 5y Support Plus 24 SVC	HA110A5
HP Networks Stack24 Switch Support	Opt. 4AE
HP Installation and Startup Service	HA114A1
HP Networks Stackable Legacy Startup SVC	Opt. 5GN
HP DL380p Gen8 8-SFF CTO Server [#1]	
HP DL380p Gen8 8-SFF CTO Server	653200-B21
U.S. - English Localization	Opt. ABA
HP DL 380p Gen8 E5-2660 FIO Kit	662242-L21
HP DL380p Gen8 E5-2660 Kit	662242-B21
Factory Integrated	Opt. 0D1
HP 8GB 1Rx4 PC3-12800R-11 Kit	647899-B21
Factory Integrated	Opt. 0D1
HP 300GB 6G SAS 15K 2.5in SC ENT HDD	652611-B21
Factory Integrated	Opt. 0D1
HP Ethernet 1GbE 4P 331FLR FIO Adptr	684208-B21
HP 1GB FBWC for P-Series Smart Array	631679-B21
Factory Integrated	Opt. 0D1
HP 2U SFF BB Rail Gen8 Kit	663478-B21
Factory Integrated	Opt. 0D1
HP NC365T 4-port Ethernet Server Adapter	593722-B21
Factory Integrated	Opt. 0D1

HP 460W CS Plat PL Ht Plg Pwr Supply Kit	656362-B21
Factory Integrated	Opt. 0D1
HP IC ML/DL/BL 1-Svr FIO 24x7 SW	582765-B21
HP 5y 4Hr 24x7 Collaborative Support	HL938A5
Proliant DL38x(p) HW Support	Opt. 7G3
HP Installation Service	HA113A1
300 Series HW Installation SVC	Opt. 5A6
VMw vSphere EssPlus 5yr E-LTU	BD511AAE
HP CP Svc for Storage Training	HF383A1

## FORM OF BID

### **STANISLAUS COUNTY GSA PURCHASING DIVISION COUNTY OF STANISLAUS, STATE OF CALIFORNIA**

The bidder shall perform all work and provide all labor, equipment, materials, delivery and pick up for the completion and operation of the project for which this bid is made at bid amounts as stated below.

### **Hewlett Packard Equipment**

PRODUCT DESCRIPTION	PART NUMBER	QUANTITY	PER UNIT PRICE	EXTENDED PRICE
HP P4500 G2 14.4TB SAS Virt SAN	BQ888A	1	\$ -	\$ -
HP 5y Support Plus 24 SVC	HA110A5	1		
LH Virt SAN Soln JW Supp	Opt. 8W7	1	\$ -	\$ -
HP Technical Installation Startup SVC	HA124A1	1		
HP Tech Startup P4K SAN Add-on SVC	Opt. 58K	1	\$ -	\$ -
HP P2000 G3 iSCSI 12x1TB SAS SFF Bundle	QR532A	1	\$ -	\$ -
HP 5y Next Day HW Support	HA101A5	1		
MSA2000 G3 Support	Opt. 1N7	1	\$ -	\$ -
HP Installation and Startup Service	HA114A1	1		
HP MSA Install SVC	Opt. 5J0	1	\$ -	\$ -
HP2910-24G al Switch	J9145A	3	\$ -	\$ -
U.S. - English localization	Opt. ABA	3		
HP 5y Support Plus 24 SVC	HA110A5	1		
HP Networks Stack24 Switch Support	Opt. 4AE	3	\$ -	\$ -
HP Installation and Startup Service	HA114A1	1		
HP Networks Stackable Legacy Startup SVC	Opt. 5GN	3	\$ -	\$ -
HP DL380p Gen8 8-SFF CTO Server [#1]				

PRODUCT DESCRIPTION	PART NUMBER	QUANTITY	PER UNIT PRICE	EXTENDED PRICE
HP DL380p Gen8 8-SFF CTO Server	653200-B21	2	\$ -	\$ -
U.S. - English Localization	Opt. ABA	2		
HP DL 380p Gen8 E5-2660 FIO Kit	662242-L21	2	\$ -	\$ -
HP DL380p Gen8 E5-2660 Kit	662242-B21	2	\$ -	\$ -
Factory Integrated	Opt. 0D1	2		
HP 8GB 1Rx4 PC3-12800R-11 Kit	647899-B21	16	\$ -	\$ -
Factory Integrated	Opt. 0D1	16		
HP 300GB 6G SAS 15K 2.5in SC ENT HDD	652611-B21	4	\$ -	\$ -
Factory Integrated	Opt. 0D1	4		
HP Ethernet 1GbE 4P 331FLR FIO Adptr	684208-B21	2	\$ -	\$ -
HP 1GB FBWC for P-Series Smart Array	631679-B21	2	\$ -	\$ -
Factory Integrated	Opt. 0D1	2		
HP 2U SFF BB Rail Gen8 Kit	663478-B21	2	\$ -	\$ -
Factory Integrated	Opt. 0D1	2		
HP NC365T 4-port Ethernet Server Adapter	593722-B21	2	\$ -	\$ -
Factory Integrated	Opt. 0D1	2		
HP 460W CS Plat PL Ht Plg Pwr Supply Kit	656362-B21	4	\$ -	\$ -
Factory Integrated	Opt. 0D1	4		
HP IC ML/DL/BL 1-Svr FIO 24x7 SW	582765-B21	2	\$ -	\$ -
HP 5y 4Hr 24x7 Collaborative Support	HL938A5	1		
Proliant DL38x(p) HW Support	Opt. 7G3	2	\$	\$



PRODUCT DESCRIPTION	PART NUMBER	QUANTITY	PER UNIT PRICE	EXTENDED PRICE
HP Installation Service	HA113A1	1		
300 Series HW Installation SVC	Opt. 5A6	2	\$	\$
VMw vSphere EssPlus 5yr E-LTU	BD511AAE	1	\$ -	\$ -
HP CP Svc for Storage Training	HF383A1	4	\$ -	\$ -
			<b>SUBTOTAL</b>	\$ -
			<b>TAX (7.375%)</b>	\$ -
			<b>SHIPPING</b>	\$ -
			<b>TOTAL</b>	\$ -

**F.O.B. - Destination**

**Prompt Payment Discount**

Cash discount of \_\_\_\_\_% for payment within \_\_\_\_\_ calendar days, which will be computed from the date delivery is made and accepted by the County or the date a proper invoice is received, **whichever is later**. Discount offered with payment terms of less than **(20)** calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that **none** is offered and that the terms are **Net 30 days**.

**Payment and Invoicing**

Payment for services rendered and accepted will be made monthly/quarterly, in arrears, after receipt of a proper invoice approved by County authorized representative. All invoices must be submitted **in duplicate** to facilitate payment.

The undersigned bidder has examined all of the documents and specifications.

DATE: \_\_\_\_\_ CONTRACTOR'S SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_

**DO NOT DETACH THIS SHEET – SUBMIT ENTIRE BID PACKAGE AS YOUR BID**

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

### No Bid is in legal form unless in full compliance with the following instructions.

1. Bid must be submitted on the form provided by the Office of the Stanislaus County Purchasing Division. All items shall be filled in and the signatures of all persons signing shall be written in longhand. Bids not submitted on the form(s) provided **may not** be considered by Purchasing.

Mistakes must be corrected and the correction inserted; the person signing the Bid must initial the correction in ink.

Bids shall clearly identify the project name, bid number, and bid response date on the outside of the envelope and be delivered in a sealed envelope, no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division  
1010 Tenth Street, Suite 5400  
Modesto, CA 95354

Bids received after that time shall be returned unopened to the respective Bidder and shall not be Considered for evaluation. Bids shall be opened in public at 2:30 p.m. on said date at the above Location.

2. Alternate Bids shall be considered unless otherwise stipulated.
3. The principal protection of the County interests in the case of default or other failure to perform shall be by means of bonds.
  - a) Bidder's Security  
If required, Bidder's security shall take the form of a bond, a cashier check, or a certified check, representing the Contractor's firm commitment to stand behind the Bid price. The Bidder's bond shall be prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the bidder's security is in the amount of ten percent (10%).
  - b) Performance Bonds  
A Performance Bond may be required to secure fulfillment of all of the contractor's obligations under the contract. Before the execution of the contract or awarding of a Bid by the County, if a Performance Bond is required, the successful Contractor shall file with the County a surety bond satisfactory to the County in the amounts 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. Contractor shall pay all bond premiums, costs and incidentals.
  - c) Payment Bonds  
If required to assure the Contractor's full discharge of its obligations to subcontractor, suppliers, and other labor used on the project, the successful Contractor shall file with the County a surety bond issued by a California admitted surety in the amounts noted.
4. No bidder shall be interested in more than one Bid as provided by the County code.
5. The County reserves the right to waive any informalities or minor irregularities in connection with Bids received.
6. All provisions of the County code are applicable to any Bid submitted or contract awarded pursuant thereto.
7. Cash Discounts. Cash discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Cash discounts offered for payment in twenty (20) or more days will be subtracted from the total Bid price for the purposes of Bid evaluation. Any cash discount offered by the successful bidder will be accepted by Stanislaus County, whether or not it was considered as a basis of award. All cash discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, which ever is latest.

8. Within thirty (30) days after the Bid opening, a contract may be awarded by the County to the lowest responsive, responsible bidder, subject to the right of the County to reject all Bids, as it may deem proper in its absolute discretion. The time for awarding 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 his Bid.
9. Bidder shall submit the following documents as a response to this Bid:
  - a) Return entire Bid package completed and signed.
  - b) Complete and sign a W9 form (Request for Taxpayer Identification Number and Certification).
10. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.

11. Protest and Appeal Procedures

a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

b. Definitions

- (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
- (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- (3) "Interested Party" means an actual or prospective bidder or proposer.
- (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.

c. Protest Procedure

- (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.
- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
  - (a) Include the name, address, and business telephone number of the protestor;
  - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
  - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
  - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.

- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- (3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

## 12. Contract Debarment

The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 – Debarment, Suspension, and Ineligibility.

When a procurement or contract involves the use of **Federal Funding**, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.

The Federal General Services Administration operates the web-based **Excluded Parties List System (EPLS)**, which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).

Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b)

Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).

After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

## 13. Federal E-Verify Contracting Regulations

As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E-Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.

The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal

contracts, to use E-Verify to check the eligibility of employee's hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.

If your Department receives a federal contract that includes the E-Verify clause, the County will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require the County to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.

Failure to adhere to this new standard may jeopardize your Federal contracting status. If you receive any Federal contracts which include references to the E-Verify requirement, please contact your designated CEO Human Resources representative for assistance. Further information and instructions are available at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

14. The Stanislaus GSA County Purchasing Division reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, any bid, which is incomplete, obscure, or irregular, may be rejected. Any bid having erasures or corrections in the price sheet may be rejected. Any bid, which omits a bid on any one or more items in the price sheet, may be rejected. Any bid in which unit prices are obviously unbalanced may be rejected. Any bid accompanied by an insufficient or irregular bidder's bond may be rejected. Any bid, which does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Stanislaus County GSA Purchasing Division reserves the right to reject the bid of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse his license number on the bid. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse his address to which notices hereunder may be directed on the bid.

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Stanislaus County GSA Purchasing Division.

15. If mutually agreeable to all parties, the issuance of any resultant agreement/purchase order referencing the scope of services and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified in the agreement shall apply.

**SUBJECT TO PARAGRAPH 5 ABOVE, THE COUNTY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE STATED REQUIREMENTS.**

## ADDITIONAL TERMS AND CONDITIONS

### A. Address Change

Vendors are responsible for notifying the Stanislaus County GSA Purchasing Division of any change of address, business ownership, business name change, etc. Failure to do so may result in vendor(s) not being notified of bid opportunities and subsequent award of contract(s). All changes of address are to be provided in writing on company letterhead and mailed to Stanislaus County GSA Purchasing Division, 1010 10<sup>th</sup> St., Ste. 5400, Modesto, CA 95354.

### B. Bid Inquiries

Questions, in written form, regarding this bid should be referred to:

Stanislaus County GSA Purchasing Division  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto, CA 95354  
Attn: [Cathy Blair](#)  
Ofc.: (209) 525-6319  
Fax: (209) 525-7787  
Email: [blairc@stancounty.com](mailto:blairc@stancounty.com)

The Bidders shall carefully examine the Specifications, and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain of such Specifications and the directions explaining or interpreting them.

Should a Bidder find discrepancies in, or omissions from, the Drawings, the Specifications/Scope of Work, or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Stanislaus County GSA Purchasing Division. Notification is to be in written form and must be submitted at least **ten (10) days** prior to the bid opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of written addenda. 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.**

### C. Interpretation of Addenda

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing referencing the bid number and project name, addressed and forwarded to the Stanislaus County GSA Purchasing Division, 1010 10<sup>TH</sup> Street, Suite 5400, Modesto CA 95354, Modesto, California 95354.

### D. Printed Form of Bids

All Bids must be made upon the blank "Form of Bid" attached hereto, and should be completed in accordance with the directions in the Form of Bid. Bidders shall give the price data in figures, and must sign the "Form of Bid."

### E. Exceptions

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.

### F. Determination of Low Bidder

Except where the Stanislaus County GSA Purchasing Division exercises the right reserved herein to reject any or all Bids, the contract will be awarded to the bidder who has submitted the lowest responsible and responsive bid determined by lowest total base bid amount based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Stanislaus County GSA Purchasing Division reserves the right to increase, decrease or omit portions of the work as may be deemed necessary.

**G. Local Vendor Preference**

If applicable, subject to the conditions set by Stanislaus County Code 2.24.125, when submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids. The total amount of local preference granted in a single bid shall not exceed \$5,000 over a non-local vendor. The award shall be made at the full price of the quote or bid.



**LOCAL VENDOR PREFERENCE NOTICE**

**TO: ALL PROSPECTIVE BIDDERS**  
**SUBJECT: LOCAL VENDOR PREFERENCE**

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

1. Has a fixed office or distribution point located within the county of Stanislaus for at least one (1) year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
2. Holds a valid business license issued by the County or a city within the County; and
3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with bidder relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	<b>Yes</b>	<b>No</b>
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location within Stanislaus County?		
(a) If yes, provide business address: _____ _____		
(b) Date on which business was established at this address: _____		
3. Does your business hold a valid business license issued by Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number (_____) and name of local agency which issued license (_____)		
4. Do you have either:		
(a) At least one full-time employee whose primary residence is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%) of your business owned by one or more persons whose primary residence is located in Stanislaus County?		
Proposer's Name (printed):		
Proposer's Signature:		
Title:		