



COUNTY OF ORANGE

OC Public Works
PROCUREMENT SERVICES
601 N. Ross St.
Santa Ana, CA
92701

Date: Wednesday, October 7, 2026

INVITATION FOR BIDS
FOR: CONSTRUCTION MATERIALS
BID MUST BE RECEIVED BEFORE:

October 21, 2026 / 2:00 pm

IFB # IFB 080-3120404-WH

Procurement Services Regular Office Hours:

8:00 AM to 5:00 PM
Monday through Friday

The office is closed between 12:00 PM and 1:00 PM

Table Of Contents

1. General Information
 2. General Instructions
 3. Federal Grant Funds
 4. Protest Procedures
 5. Scope of Work
 6. OCLSB and DVBE Preference Policies Certification Requirements
 7. Electronic Fund Transfer (EFT)
 8. Pricing
 9. Supplier Responses
- Attachments:
- A - Final - Model Contract IFB 080-3120404-WH Construction Materials

SECTION 1. General Information

1.1 IMPORTANT NOTICE

The County has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Procurement Agent (DPA), Wayne Hsiao, via the County's online bidding system.

1.2 CLARIFICATION/INTERPRETATION

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's online bid system. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the County DPA. All addenda will be submitted and posted on the County's online bidding system. It is the responsibility of each Bidder to periodically check the County's online bidding system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any verbal information.

All questions or requests for interpretation must be received within this solicitation's Question & Answer section by Monday, October 12, 2026 before 2:00 pm.

1.3 COMMUNICATION

Bidders are not to contact other County personnel with any questions or clarifications concerning this solicitation. **All questions regarding this solicitation must be submitted via the Question & Answer section of this solicitation** within the County's eProcurement Portal at: <https://procurement.opengov.com/portal/ocgov>. Any County response relevant to this solicitation other than through or approved by County is unauthorized and will be considered invalid.

County's Deputy Procurement Agent, Wayne Hsiao, wayne.hsiao@pw.oc.gov, will provide all official communication concerning this solicitation.

1.4 BID VALIDITY

Bids will be valid for a period of 120 days after IFB closing date.

1.5 LOBBYISTS

County of Orange does not require and neither encourages or discourages the use of lobbyists or other consultants for the purpose of securing business.

ORANGE COUNTY BOARD OF SUPERVISORS AND COUNTY AGENCY OFFICERS

Board of Supervisors

Janet Nguyen, First District
Vicente Sarmiento, Second District
Donald P. Wagner, Third District
Doug Chaffee, Fourth District
Katrina Foley, Fifth District

County Agency Officers

Claude Parrish, Assessor
Hugh Nguyen, Clerk-Recorder
Todd Spitzer, District Attorney-Public Administrator
Don Barnes, Sheriff-Coroner
Shari L. Freidenrich, Treasurer-Tax Collector
Andrew Hamilton, Auditor-Controller

SECTION 2. General Instructions

2.1 REVIEW

Before submitting a bid, Bidders shall carefully review the General Instructions and examine the solicitation contents, including the Model Contract Terms, Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract. The Model Contract contained in this solicitation is the Contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit Contract for execution.

2.2 RESPONSIVENESS

Responsive bids shall include completed submittals/attachments provided in the Supplier Responses.

2.3 BID SUBMISSION

Electronic Bids shall be submitted via the County's online bidding system via the following link <https://procurement.opengov.com/portal/ocgov>. All required sections of the IFB as listed above, must be submitted via the County's eProcurement Portal. Bidder is solely responsible for "on time" submission of their electronic bid. The County will not accept late bids and no exceptions shall be made. County will only receive those bids that were transmitted successfully.

Note: Electronic Bids cannot be viewed by County until after the solicitation deadline. If you encounter any problems with your registration, system, bid submission, or other system issues, please contact OpenGov's support staff via the live chat option or via email at procurement-support@opengov.com.

2.4 PRICING

- A. **Bid Prices:** The bid prices quoted on this solicitation shall be firm for the entire contract term of the awarded Contract.
- B. **Addenda:** Bid prices offered shall reflect all addenda issued by County.
- C. **Scope of Work:** Bids shall be submitted only for the items and/or services as stated in the Scope of Work, Attachment A of Model Contract; bids for other than the items and/or services listed will not be considered.
- D. **Firm Prices:** The County will only consider firm price bids.

- E. **Profit:** The net amount of profit will remain firm for the entire term of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
- F. **Price Decreases:** All price/rate decreases will automatically be extended to the County. Please reference Paragraph – Price Increase/Decrease provision for additional information.
- G. **Acceptance:** Bids must be provided for each item separately, “**all-or-none**” bids will not be accepted unless in the best interest of the County.

2.5 NO SUBSTITUTIONS

The bidder is required to meet all specifications and requirements contained in this solicitation. No substitutions will be accepted, unless prior County written approval is received.

2.6 DISCREPANCIES

Bidder shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.

2.7 BID EXPENSES

The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

- A. Preparing its bid in response to this IFB.
- B. Submitting that bid to the County.
- C. Negotiating with the County any matter related to the bid; and,
- D. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.

2.8 AWARD

Upon recommendation of Contract award, Bidder will be required to submit the following documents within seven (7) days of County notification, unless otherwise specified in the solicitation:

- A. Insurance: Certificate(s) of Insurance, including additional Insured Endorsement(s); refer to Model Contract, Article-Insurance
- B. W-9 Form: Current signed W-9 (Taxpayer ID No & Certification), which includes Contractor's Legal Business Name(s). Out of State Suppliers are required to submit a 587/590 Form.

2.9 ACCEPTANCE/REJECTION/AWARD

- A. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.

- B. The lowest responsive, responsible Bidder will be recommended for contract award.
- C. Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- D. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- E. **Please take notice, non-acceptance of the County of Orange terms and conditions, incorporated in model contract, may deem a bid non-responsive. County may not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- F. Final award determination shall be based upon the lowest responsive, responsible bid, and may also include a review of Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions.
- G. By submitting a response to this solicitation, Bidders agree to accept the decision of the County DPA as final.
- H. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

2.10 RIGHTS RESERVED TO COUNTY

The County reserves the right to:

- A. Request a sample for determining equality with the specified brand.
- B. Waive, at its discretion, any non-material defects, irregularity, or informality, which County deems correctable or otherwise not warranting rejection of the bid that do not result in any unfair competitive advantage.
- C. Verify and validate any information prior to Contract Award and during the entire term of the Contract.
- D. Make multiple awards to Bidders for services requested in this solicitation, at its sole discretion, to serve the best interests of the County
- E. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require.
- F. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County.
- G. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation.
- H. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for

each item separately; “all-or-none” bids will not be accepted unless in the best interest of the County.

- I. Defer award of this Contract for a period of 180 days after the Bid opening. During this period, Bidders shall guarantee the prices quoted in their Bids. County and the lowest responsive, responsible Bidder may mutually agree in writing to extend this deferral period.

2.11 JOINT BIDS

Where two or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.

2.12 UNFAIR PRACTICES AND OTHER LAWS

Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.

2.13 INDEPENDENCE OF BID

By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

2.14 AMERICANS WITH DISABILITY ACT (ADA)

To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.

2.15 CONTRACTOR SAFETY

Contractor shall comply with the County’s Safety and Loss Prevention Policy and Procedure#306 (“Contractor Safety Responsibilities”) and submit a copy of their Injury and Illness Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the County’s Project Manager prior to the start of any work performed under the Contract. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203(whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

2.16 DUNS NUMBER

The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your bid submission response.

2.17 UNIQUE ENTITY IDENTIFIER NUMBER (UEI)

The County requires a valid UEI number prior to Contract Award. If needed, your company may obtain one at no cost at www.usfcr.com. If you are unable to provide/obtain a UEI number, please indicate so in your bid submission response.

SECTION 3. Federal Grant Funds

3.1 FEDERAL GRANT FUNDS

The following shall apply to purchases made through the expenditure of Federal Grant Funds by the [Department Name].

- A. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- C. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
 1. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 2. Contractor will comply, with all requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable.
 3. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.”
- D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.4, the Contractor shall agree as follows:
 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

- procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- a. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- G. Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of “funding agreement” under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- H. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
- I. Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- J. All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- K. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
- L. Contractor shall comply with applicable provisions of [Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations](https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200), (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>).

SECTION 4. Protest Procedures

Any actual or prospective bidder or respondent who alleges an error or impropriety in the solicitation or award of a contract may submit a grievance or protest to Wayne Hsiao at wayne.hsiao@pw.oc.gov, as set forth herein.

PROTEST PROCEDURES

All protests shall be typed under the protestor’s letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or the protestor's representative;
- C. The solicitation or contract number;
- D. A detailed statement of the legal and/or factual grounds for the protest; and,
- E. The form of relief requested.

Protest of Solicitation Specifications:

- A. All protests related to solicitation specifications must be submitted to the **Deputy Procurement Agent (DPA), Wayne Hsiao at wayne.hsiao@pw.oc.gov**, no later than five (5) business days prior to the Closing Date of the solicitation. Protests received after the five (5) business-day deadline will not be considered by the County.
- B. In the event the protest of specifications is denied, and the protestor wishes to continue in the solicitation process, the protestor must still submit a bid/response prior to the close of the solicitation in accordance with the solicitation submittal procedures provided in this solicitation.

Protest of Award of Contract:

- A. Protests related to the award of a contract must be submitted to the **Deputy Procurement Agent, Wayne Hsiao at wayne.hsiao@pw.oc.gov**, no later than five (5) business days after the Notice of Solicitation Results is provided by the DPA.
- B. Protests relating to a proposed contract award received after the five (5) business day deadline will not be considered by the County.
- C. If the five (5) business day period expires without the receipt of a protest, the department may move forward with the contract award or if necessary, file the item for approval by the Board of Supervisors.

Protest Process

- A. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the DPA issues a decision on the protest.
- B. Upon receipt of a timely protest, the DPA will, within ten (10) business days of receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- C. The County may, after providing written justification, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- D. If the protestor disagrees with the decision of the DPA, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

APPEALS PROCESS

- A. If the protestor wishes to appeal the protest decision of the Deputy Procurement Agent, the protestor must submit, within three (3) business days from receipt of the Deputy Procurement Agent's decision, a written appeal to the Office of the County Procurement Officer.

Written appeals must be sent by mail to the address below with a courtesy copy by email;

County of Orange/County Executive Office

County Procurement Office

400 W. Civic Center Drive, 5th Floor

Santa Ana, CA 92701

Attn: County Procurement Officer

CPOAppeals@ceo.oc.gov

- B. Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the appeal, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.
- C. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

SECTION 5. Scope of Work

5.1 SCOPE OF WORK

1. **Scope of Work:** This Contract is for Construction Materials (Sand, Gravel, DG, & Class II aggregate Base) Contractor shall furnish all labor, equipment, tools and incidentals required for Construction Materials (Sand, Gravel, DG & Class II aggregate Base) on an as needed basis as required by County and District.
 - a. Construction materials to be purchased off this contract shall consists of but not be limited to Sand, Gravel, Class 2 Aggregate Road Base, and Decomposed Granite.
 - b. All Construction Materials supplied by Contractor shall conform to the requirements of the most current edition of the "Greenbook" Standard Specifications for Public Works Construction (Sections 200 and 400) and OC Public Works Standard Plans (most current issue and supplements).
 - c. Materials shall be delivered to various locations throughout County as requested by the Project Manager.

- d. Normal delivery times shall be between 7:00 AM and 3:00 PM Monday through Friday. Special deliveries may be required at other times due to emergency operations conducted by this department.
- e. Deliveries will usually be accepted in truck and transfers or semi-end dumps, but at times bottom dumps may be requested.

2. Contractor Requirements

- a. Contractor shall have office staff available to take orders and respond to request via telephone and/or email Monday through Friday during the hours of 7:00am and 4:30pm.
- b. Contractor shall be available and respond to requests on a 24-hour a day, 7-day a week basis. No award will be made to a vendor not available 24/7.

1.

- a. County may need Construction Materials during inclement weather due to emergency operations and deliveries could be in periods of severe rain and to locations where access can be difficult.

1.

- b. A primary delivery location is identified in Section “E” below. However, Contractor shall deliver materials to various County locations as specified at the time of ordering. Deliveries may be needed at any of the Supervisorial Districts as defined in Attachment “C” Supervisorial District Map.
- c. Contractor must have materials delivered to the job site within 3 hours of the order being placed when items are requested in an emergency situation.

2.

- a. Contractor’s response time to County’s requests for materials in an emergency situation is critical. Contractor is advised that delivery times need to be precise when given to County’s Project Manager at time of ordering. Failure to provide accurate response times under emergency requests shall be grounds for immediate termination of this Contract.

1.

- b. Contractor shall allow County to pick up material at Contractor’s facility using County’s vehicles upon request by County.

2.

- c. Contractor is required to provide the names and telephone numbers of personnel available 24-hours at the beginning of this Contract and on September 1st of each succeeding year.

3.

- d. Contractor shall provide a standard form delivery ticket stating material type, weight in tons, delivery location, supervisorial district, and the signature of County representative on site. A copy of the delivery ticket shall be given to the onsite representative. The number of the delivery ticket shall be referenced on the invoice.
- 4.
- e. Contractor shall provide annual usage report to County upon request.
- 5.
- f. Contractor is required to provide County with the location(s) from which materials for this Contract will be provided.
- 6.
- g. Contractor shall supply all pertinent licenses, permits, and fees necessary to perform the work under this Contract. Contractor's delivery drivers shall possess a valid California driver's license at all times during the performance of this work and maintain good safety and driving records and use extreme caution during delivery operations.
- 7.
- h. Contractor shall be responsible for any damages sustained to County equipment or facilities as a result of Contractor's operations. All damage will be repaired or replaced, at the option of County, at Contractor's expense within three (3) days after notification of such damage by Project Manager. Repairs and/or replacements will be equal to original in all aspects.
- 8.
- i. Contractor shall perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with Local County, State or other legal intents and terms of the applicable OSHA and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and Agency against injury or damage to their property.
- 3. **County's Requirements:**
- 4.
- a. County's Project Manager or designee will be responsible for ordering materials off this Contract and shall provide Contractor with the material type needed, quantities required, delivery address/location, and delivery time.
- 1.

- b. County personnel shall be allowed to inspect Contractor's location(s) and materials and perform all necessary testing to confirm compliance with the specifications prior to award of bid and anytime throughout the Contract term.
- 2.
- c. County shall allow Contractor twenty (20) minutes for unloading. Unloading time shall commence at the time the truck arrives at the delivery site and is ready to unload after the pre-set delivery time.
- 3.
- d. County shall allow for unloading charges beyond twenty (20) minutes, if delays are a result of County staff. County shall not be charged unloading charges as a result of delays by Contractor's staff. Unloading charges shall be billed at the rate provided for in Attachment B "Contractor's pricing."
- 4.
- e. County acknowledges that during emergency operations Contractor may acquire additional fees for opening up the plant after normal business hours. Therefore, if County request materials after normal plant operational hours, County agrees to pay Contractor an emergency plant opening fee at the rate provided for in Attachment B "Contractor's pricing".
- 5.
- f. County may Contract with other vendors to provide the materials if Contractor doesn't supply materials as specified in this Contract. Such action does not constitute an acceptable alternative to performance of the work by Contractor.
- 4. General Conditions:
 - a. Additional like items not listed in Attachment B "Contractor's pricing" may be purchased off this Contract at a price agreed upon by County and Contractor. Contractor shall provide a written quote to County for items not listed in Attachment B "Contractor's pricing" at the request of the Project Manager.
- 1.
 - b. No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply materials requested, as needed by County, at prices listed in Attachment B "Contractor's pricing", regardless of quantity requested. Orders may be placed against this contract at the convenience of the using agency/department.
- 2.
 - c. Cities and unincorporated areas within the various Supervisorial Districts:

3. **DISTRICTS/CITIES/UNINCORPORATED AREAS/DISTRICT 1** Fountain Valley
(split city) Garden Grove Santa Ana Westminster Midway City
DISTRICT 2 Buena Park (split city) Costa Mesa Cypress Fountain Valley (split
city) Huntington Beach (includes Sunset Beach) La Palma Los Alamitos Newport
Beach Seal Beach (includes Surfside) Stanton Rossmore Santa Ana Heights
DISTRICT 3 Anaheim (split city) Irvine (split city) Orange Tustin Villa Park Yorba
Linda Cowan Heights El Modena Lemon Heights MCAS El Toro Olinda Olive Orange
Hills Orange Park Acres Tustin Foothills **Canyons:** Modjeska, Santiago, Silverado,
Trabuco (partial) **DISTRICT 4** Anaheim (split city) Brea Buena Park (split
city) Fullerton La Habra Placentia West Anaheim Islands Anaheim
Independencia **DISTRICT 5** Aliso Viejo Dana Point (includes Capistrano Beach) Irvine
(split city) Laguna Beach Laguna Hills Laguna Niguel Laguna Woods Lake Forest Mission
Viejo Rancho Santa Margarita San Clemente San Juan Capistrano Coto de Caza Las
Flores Ladera Ranch Trabuco Canyon (partial)
- d. Estimated annual usage based on prior year expenditures:
- i. Class 2 Aggregate Road Base: 9,000 tons
- ii. #57 Rock : 4,000 tons
2. 2. 4" Minus Rock: 200 tons
5. Delivery Locations:
- a. Primary Delivery Location:
1. Miller Basin 3151 E. Miraloma Ave. Anaheim, CA 92806 Thomas Brothers Map Page 769
G-1 **Supervisory District: 3**
- c. Other locations throughout Orange County as requested by County's Project Manager or
designee.

SECTION 6. OCLSB and DVBE Preference Policies Certification Requirements

County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Preference Policies Certification Requirements

6.1 OCLSB:

Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

A. Local Business Requirements:

1. Maintains their principal center of operations (i.e. headquarters) within Orange County, and:

2. Has:

- a. A business address located in the County of Orange that is not a post office box, or
- b. A valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

B. Small Business Requirements:

1. Must be certified as a Small Business by the [State of California Department of General Services \(DGS\)](#); and,

- C. Above requirements must be valid at the time of proposal submittal through the time of award of the contract. The terms and conditions of the contract shall additionally require the contractor to remain in compliance with the Local Business requirements (pursuant to subsection (a) above) through the term of the contract, including any extensions or renewals, and shall provide that contractor's failure to comply may be construed by County as a material breach of the contract.

6.2 DVBE:

Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (A) and (B) below:

- A. Must be certified as a DVBE by the [State of California Department of General Services \(DGS\)](#); and,
- B. DGS DVBE requirements must be valid at the time of bid/proposal submittal through the time of award of the contract. The terms and conditions of the contract shall additionally require the contractor to remain in compliance with the DVBE requirements (pursuant to subsection (a) above) through the term of the contract, including any extensions or renewals, and shall provide that the contractor's failure to comply may be construed by the County as a material breach of the contract.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in **COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS** in the SUPPLIER RESPONSES.

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**

6.3 OCLSB/DVBE CERTIFICATION REQUIREMENTS:

County Of Orange Local Small Business (OCLSB) Preference And Disabled Veteran Business Enterprise (DVBE) Certification Requirements

- A. To participate as an OCLSB and/or DVBE the following requirements must be met:

1. Must be certified with [State of California the Department of General Services \(DGS\) as a Small Business.](#)

2. Must be certified with DGS as an OCLSB and/or DVBE.
3. Maintains their principal center of operations (i.e. headquarters) within Orange County.
4. Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award and through the term of the contract. County reserves the right to verify and/or reject incomplete documents.
5. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certificate are required and must be returned with the solicitation response.
Verify with County: Once a firm becomes certified by the DGS as a small business, the firm shall access the County's [OCLSB verification portal](#) to search for their company legal name in the OCLSB verification database.

B. OCLSB or DVBE Preference provides for the following:

1. Invitation for Bid – IFB

A five percent (5%) deduction in the original bid price shall be applied to all confirmed OCLSB or DVBE bidders for evaluation purposes. If the lowest bidder is a certified OCLSB or DVBE bidder, the contract will be awarded at the certified OCLSB or DVBE's original bid price. The maximum allowable preference deduction is \$100,000.

2. Request for Proposal - RFP

- a. No Cost - Any Request for Proposals that does not include cost as a scoring criteria shall instead apply the five percent (5%) or eight percent (8%) preference percentage pursuant to the eligibility requirements above to a scoring criteria in the RFP that makes up no more than twenty percent (20%) of the total RFP.
- b. With Cost - An additional five percent (5%) shall be applied to the total cost of each certified OCLSB or DVBE to obtain their final score. If the final score of any OCLSB or DVBE matches the final score of a respondent who is not an OCLSB or DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs and/or DVBEs have the same final score, the County shall determine the contract award based on the County's best interests. Notwithstanding these preference procedures, the Orange County Board of Supervisors reserves the right to award contracts in any other permissible manner in consideration of the County's best interests.

C. Dual OCLSB and DVBE Preference provides for the following:

1. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%.

D. Subcontractors

If bidder is submitting subcontractors to qualify for the OCLSB or DVBE preference, bidder must demonstrate through the Staffing Plan that 20% of the total bid amount is allocated to the OCLSB and/or DVBE subcontractor(s).

***NOTE: DVBE PREFERENCE IS NOT APPLICABLE TO PUBLIC WORKS OR A-E CONSTRUCTION PROJECTS.**

SECTION 7. Electronic Fund Transfer (EFT)

If awarded, the County offers Bidder the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. A copy of the EFT form is attached as an Exhibit to this solicitation.

SECTION 8. Pricing

SUPERVISORIAL DISTRICT 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Class 2 Aggregate Base	1	TON		
2	Washed Concrete Sand	1	TON		
3	Fill Sand	1	TON		
4	Pea Gravel	1	TON		
5	1/2 - 1-1/2" Gravel	1	TON		
6	Decomposed Granite	1	TON		
7	#57 Rock	1	TON		
8	Clean Fill Dirt	1	TON		
TOTAL					

SUPERVISORIAL DISTRICT 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Class 2 Aggregate Base	1	TON		
2	Washed Concrete Sand	1	TON		
3	Fill Sand	1	TON		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Pea Gravel	1	TON		
5	1/2 - 1-1/2" Gravel	1	TON		
6	Decomposed Granite	1	TON		
7	#57 Rock	1	TON		
8	Clean Fill Dirt	1	TON		
TOTAL					

SUPERVISORIAL DISTRICT 3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Class 2 Aggregate Base	1	TON		
2	Washed Concrete Sand	1	TON		
3	Fill Sand	1	TON		
4	Pea Gravel	1	TON		
5	1/2 - 1-1/2" Gravel	1	TON		
6	Decomposed Granite	1	TON		
7	#57 Rock	1	TON		
8	Clean Fill Dirt	1	TON		
TOTAL					

SUPERVISORIAL DISTRICT 4

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Class 2 Aggregate Base	1	TON		

**County of Orange, OC Public Works
Invitation for Bid for Construction Materials**

IFB # IFB 080-3120404-WH

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Washed Concrete Sand	1	TON		
3	Fill Sand	1	TON		
4	Pea Gravel	1	TON		
5	1/2 - 1-1/2" Gravel	1	TON		
6	Decomposed Granite	1	TON		
7	#57 Rock	1	TON		
8	Clean Fill Dirt	1	TON		
TOTAL					

SUPERVISORIAL DISTRICT 5

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Class 2 Aggregate Base	1	TON		
2	Washed Concrete Sand	1	TON		
3	Fill Sand	1	TON		
4	Pea Gravel	1	TON		
5	1/2 - 1-1/2" Gravel	1	TON		
6	Decomposed Granite	1	TON		
7	#57 Rock	1	TON		
8	Clean Fill Dirt	1	TON		
TOTAL					

PLANT PICK UP

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Class 2 Aggregate Base	1	TON		
2	Washed Concrete Sand	1	TON		
3	Fill Sand	1	TON		
4	Pea Gravel	1	TON		
5	1/2 - 1-1/2" Gravel	1	TON		
6	Decomposed Granite	1	TON		
7	#57 Rock	1	TON		
8	Clean Fill Dirt	1	TON		
TOTAL					

ADDITIONAL CHARGES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Unloading Charges - After 20 minutes (cost per minute)	1	MINUTE		
2	Additional Cost per mile out of Supervisorial Districts	1	MILE		
3	Emergency plant opening fee	1	LOT		
TOTAL					

SECTION 9. Supplier Responses

9.1 BID VALIDITY: *

Bids will be valid for a period of 120 days after the solicitation closing date.

☐ Please confirm

*Response required

9.2 CONTRACTOR INFORMATION

9.2.1 Name of Bidder*

Please state the Name of Bidder here.

If Bidder is a corporation, the legal name of the corporation shall be set forth in this section as the Name of Bidder and the name, title, and person authorized to sign contracts on behalf of the corporation shall be stated as well.

If Bidder is a partnership or joint venture, the true name of the firm shall be set forth as the Name of Bidder and the name of the partner authorized to sign contracts on behalf of the partnership or joint venture shall be stated as well.

If submittal of this bid or signature of any document submitted with this bid is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with County prior to Bid opening, or must be submitted with the Bid; otherwise, the Bid may be rejected as non-responsive. You may upload this power of attorney under Additional Information later in this bid response.

*Response required

9.3 COMPANY PROFILE & REFERENCES

9.3.1 Company Legal Name*

*Response required

9.3.2 Company Legal Status*

Please state the status here (Corporation, Partnership, Sole Proprietor, etc.)

*Response required

9.3.3 Unique Entity Identifier Number (UEI)*

The County requires a valid UEI number with active registration status. Your company may obtain one at no cost at <https://sam.gov/entity-registration>.

*Response required

9.3.4 California Secretary of State registration - active and in good standing *

Please upload your active certificate from the California Secretary of State.

CA Sec. of State Verification Link = <https://bizfileonline.sos.ca.gov/search/business>

If a Sole Proprietor - upload a document stating "Not applicable as a Sole Proprietor"

*Response required

9.3.5 D-U-N-S Number*

Please provide your company's DUNS number.

The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in lieu of the number.

*Response required

9.3.6 Federal Taxpayer ID Number*

*Response required

9.3.7 California Department of Justice, Office of Attorney General active registration*

For Non-Profit and/or Charitable organizations, please provide your active (registration status is current). All others enter N/A.

- RCT Registration Number
- Renewal/Expiration Date

DOJ Verification Link - <https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>

*Response required

9.3.8 Active Licenses*

Please state all active licenses issued by the California State Contractor's License Board to the company whose legal name is above.

*Response required

9.3.9 Corporate Office Address*

What is the address of the company's corporate office? Please provide the full street/mailling address.

*Response required

9.3.10 Local Business Address(es)*

Please provide the local business address for the company named above. If there are multiple local addresses then please provide all.

- Full address:
- Telephone Number:
- E-mail Address:

*Response required

9.3.11 Length of Time Firm Has Been In Business*

Please clearly state, in months and years, how long your firm has been in business.

*Response required

9.3.12 Length of Time At Current Location*

Please clearly state, in months and years, how long your firm has been in business at its current location.

*Response required

9.3.13 Regular Business Hours*

*Response required

9.3.14 Regular Holidays and Hours When Business Is Closed*

*Response required

9.3.15 Corporation?*

Is your firm incorporated?

☐ Yes

☐ No

*Response required

When equals "Yes"

9.3.16 State of Incorporation?*

You have indicated that your firm is incorporated. Please provide the name of the State of Incorporation.

*Response required

When equals "Yes"

9.3.17 Contract Signature Authority - Executive Signature*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Executive Signer Authority comes from the President, Vice-President, or Chairperson of the Board.

- Contact Full Name:
- Contact Number:
- E-mail Address:

*Response required

When equals "Yes"

9.3.18 Contract Signature Authority - Financial Signature*

If incorporated, please provide the name, contact number, and email of the person who would provide this signature authority. The Financial Signer Authority comes from the Secretary, Assistant Secretary, Chief Financial Officer, or Treasurer.

- Contact Full Name:
- Contact Number:
- E-mail Address:

*Response required

When equals "No"

9.3.19 Contract Signature Authority*

If not incorporated, please provide the name, contact number, and email of the person who has the binding and signature authority of this contract.

- Contact Full Name:
- Contact Title:

- Contact Number:
- E-mail Address:

*Response required

9.3.20 Sole Proprietor Under Different Name?*

Is your firm a sole proprietor doing business under a different name?

- ☐ Yes
☐ No

*Response required

When equals "Yes"

9.3.21 Sole Proprietor's Name*

You have indicated that your firm is a sole proprietorship doing business under a different name.

Please provide the sole proprietor's name and the name you are doing business under.

*Response required

9.3.22 Contact Person for Solicitation*

Please provide the following in relation to the point of contact for this solicitation:

- Contact Person Full Name
- Contact Person Telephone Number
- Contact Person Email Address

*Response required

9.3.23 Project Manager*

Please provide the following regarding who will be your project manager for this project:

- Project Manager Full Name
- Project Manager Telephone Number
- Project Manager Email Address

*Response required

9.3.24 Contact Person for Accounting*

Please provide the following in relation to the point of contact for Accounting:

- Contact Person Full Name
- Contact Person Telephone Number
- Contact Person Email Address

*Response required

9.3.25 Emergency Contact*

In the event of an emergency of declared disaster, the following is required:

- Contact Person Full Name (during non-business hours)
- Contact Person Telephone/Cellphone Number
- Contact Person Email Address

*Response required

9.3.26 References*

Do you have letters from at least three references (not including County of Orange References) that include:

- Reference Names
- Addresses of site where work was performed
- Contact Name
- Telephone Number of Contact
- Contact Email Address
- Contract Effective Dates
- Contract Amount
- Brief Contract Descriptions

If you do not have letters you will be able to provide the same information electronically in the next question by answering "**No**" here.

☐ Yes

☐ No

*Response required

When equals "Yes"

9.3.27 References - Letters*

Please upload your letters from at least three references (not including County of Orange References) that include:

- Reference Names
- Addresses of site where work was performed
- Contact Name
- Contact Email Address
- Telephone Number of Contact

- Contract Effective Dates
- Contract Amount
- Brief Contract Descriptions

*Response required

When equals "No"

9.3.28 References - Information*

Please provide the following information regarding at least three references (not including County of Orange References):

- Reference Names
- Addresses of site where work was performed
- Contact Name
- Telephone Number of Contact
- Contact Email Address
- Contract Effective Dates
- Contract Amount
- Brief Contract Descriptions

The references will be contacted for verification, and these contacts must be current and able to respond promptly.

*Response required

9.4 BIDDER CERTIFICATION

9.4.1 Conflict of Interest*

Bidder must certify either Yes or No below:

Bidder certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:

- (Yes) Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.
- (No) Bidder certifies that no relationships exist/existed as outlined in item I above.

***Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority**

Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.2 Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.*

*Response required

9.4.3 Litigation*

Bidder must certify either Yes or No below:

Bidder certifies current/past litigation as follows:

- A. (Yes) Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving Bidder, or any company that holds a controlling interest in Bidder, against the County of Orange in the past seven (7) years.
- B. (No) Bidder certifies that Bidder or any proposed subcontractors do not have any past or current litigation.

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.4 Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.*

*Response required

9.4.5 Name/Ownership Changes:*

Respondent must certify either Yes or No below:

- A. (Yes) Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:
 - 1. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

- B. (No) Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.6 Bidder shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years. *

*Response required

9.4.7 Is your firm a County Of Orange Local Small Business (OCLSB) or a Disabled Veteran Business Enterprise (DVBE)?*

To participate as an OCLSB and/or DVBE, the requirements in the OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS section must be met.

☐ Yes

☐ No

*Response required

When equals "Yes"

9.4.8 County of Orange Local Small Business (OCLSB) and/or Disabled Veteran Business Enterprise (DVBE) Affirmation*

Please download the below documents, complete, and upload.

- [Local Small Business \(OCLSB...](#)

*Response required

When equals "Yes"

9.4.9 DVBE Certification Number*

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) and (2) below:

- A. Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- B. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

Enter your DVBE Certification Number. If you do not have it then please state "N/A" here.

*Response required

9.4.10 SBA Certification Number*

If you do not have an Small Business Administration (SBA) Certification Number then please state "N/A" here.

*Response required

9.4.11 Statement of Compliance*

- A. **(Yes):** Bidder certifies it is in strict compliance with this solicitation, including, but not limited to the terms and conditions set forth in the Model Contract and its Attachments and Exhibits, and no exceptions are proposed.
- B. **(No):** Bidder certifies it is in strict compliance with this solicitation, including the terms and conditions set forth in the Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this IFB and attached hereto. Attachments for each proposed exception to this IFB, including, but not limited to the Model Contract, must include:
1. The complete provision Bidder is taking exception to;
 2. The IFB page number and section of the provision Bidder is taking exception to;
 3. The suggested rewording (i.e., Microsoft Word track changes);
 4. Reason(s) for submitting the proposed exception; and
 5. Any impact the proposed exception may have on the services to be provided.

☐ Yes

☐ No

*Response required

When equals "No"

9.4.12 Provide exceptions to the requirements of this solicitation including the terms and conditions set forth in the Model Contract and its Attachments and Exhibits.*

*Response required

9.5 FORMS

9.5.1 Certification Regarding Debarment *

Please download the below documents, complete, and upload.

- [CERTIFICATION REGARDING DEB...](#)

*Response required

9.5.2 Non-Collusion Declaration*

Each Respondent must execute the Non-Collusion Declaration contained in the solicitation and submit it with the Response.

The County of Orange may require that the Respondent, before awarding any subcontract, secure Non-Collusion Declarations from proposed Subcontractors. The County of Orange does not conduct business with Respondents who engage in the act of Collusion.

- [Non-Collusion Declaration.pdf](#)

*Response required

9.5.3 Non-Collusion Declaration - A*

Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the County of Orange?

If Respondent selects Yes answer, Respondent must provide a brief explanation below. A “Yes” answer may preclude you from moving forward in the solicitation Process.

- ☐ Yes
☐ No

*Response required

When equals "Yes"

9.5.4 Reason for Collusion:*

*Response required

9.5.5 Non-Collusion Declaration - B*

Has your firm participated in any discussions with competing firms in an effort to influence the payment structure for existing or potential County contracts?

Respondent must select one (1). A “Yes” answer may preclude you from moving forward in the solicitation Process.

- ☐ Yes
☐ No

*Response required

When equals "Yes"

9.5.6 Provide names of competing firms: *

*Response required

9.5.7 The Levine Act: County of Orange Campaign Contribution Disclosure*

The Levine Act compliance is a minimum submittal requirement of this solicitation.

Please complete and sign the County of Orange Campaign Contribution Disclosure Form attached hereto. A Bidder's failure to provide a completed and signed copy will render its proposal as incomplete and nonresponsive.

It is the supplier's responsibility to update the County should any new reportable activity occur between initial disclosure and award.

- [Levine Act - Campaign Contr...](#)

*Response required

9.5.8 Contractor Safety*

Contractor shall comply with [County's Safety and Loss Prevention Policy and Procedure #306](#) (“Contractor Safety Responsibilities”) and submit a copy of its Injury and Illness Prevention Program (IIPP) and [Contractor Safety-Activity Checklist](#) to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever

applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

Last Revision: 5/13/22

*Response required

9.5.9 Confirmation of Forms and Supplemental Documents*

Please confirm that all the forms within this section have been completed accurately to the best of your knowledge and as requested and required by this Invitation for Bids.

☐ Please confirm

*Response required

9.6 FINAL SUBMITTAL INFORMATION

9.6.1 Submittal Confirmation*

The Bidder declares that the only persons or parties interested in this Bid are those named herein; that this Bid is made without collusion with any other person or entity; that the Bidder is fully informed of the conditions relating to the work to be performed; that the Bidder has carefully reviewed and complied with the Instructions to Bidders; that Bidder has carefully reviewed the Agreement, General Conditions, Plans, Special Provisions, and all other Contract Documents. The Bidder agrees that upon acceptance of this Bid by the award of the Contract, the Bidder has entered into a contract with the County of Orange, a political subdivision of the State of California ("County"), to provide all the necessary labor, materials, machinery, tools, apparatus, and other means for construction, and to complete all work as specified in the Contract Documents in the manner, time, and according to all requirements, terms, and conditions set forth in the Contract Documents.

The Bidder must be an individual or entity holding a valid California State Contractor's License (number and classification as set forth in the Instructions to Bidders) in accordance with the requirements of this Bid and Business & Professions Code Section 7028.15. By electronically submitting this Bid, Bidder certifies that the Contractor's License referenced above is in good standing and has been properly issued to Bidder.

Bidder confirms that they have read and understand and agree to the terms and conditions herewith, and are submitting a bid in response to this solicitation.

☐ Please confirm

*Response required

9.6.2 Additional Information (if needed)

For any additional information requested or required by any of your previously provided answers please upload that additional documentation here.

This includes any power of attorney that may be required as a part of this bid response.