

## **Solicitation RFP-080-C017962-JM**

### **RFP-080-C017962-JM - ELECTRICAL SUPPLIES**

**Bid Designation: Public**



**County of Orange**

## Bid RFP-080-C017962-JM RFP-080-C017962-JM - ELECTRICAL SUPPLIES

Bid Number **RFP-080-C017962-JM**  
Bid Title **RFP-080-C017962-JM - ELECTRICAL SUPPLIES**

Bid Start Date **Dec 17, 2019 3:25:06 PM PST**  
Bid End Date **Jan 14, 2020 2:00:00 PM PST**  
Question & Answer End Date **Jan 7, 2020 4:00:00 PM PST**

Bid Contact **John Martinez**  
**Procurement Contract Specialist**  
**john.martinez@ocpw.ocgov.com**

Bid Contact **Carlos Corona**  
**Senior Buyer**  
**carlos.corona@ocpw.ocgov.com**

Standard Disclaimer **The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.**

### Description

RFP-080-C017962-JM - ELECTRICAL SUPPLIES

**DO NOT CONTACT THE BUYER DIRECTLY WITH ANY QUESTIONS.**

**VENDORS ARE ADVISED TO READ THE INSTRUCTIONS BELOW:**

OC PUBLIC WORKS IS SOLICITING A BID FOR ELECTRICAL SUPPLIES.

ALL QUESTIONS PERTAINING TO THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED THROUGH BIDSYNC. ANY COUNTY RESPONSE RELEVANT TO THIS RFP OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PURCHASING IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.

**\*\* BIDDERS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, AND THE MODEL CONTRACT INCLUDING SECTION 2: SCOPE OF WORK AND PART 3: COST PROPOSAL, PRIOR TO SUBMITTING A BID. AWARDED CONTRACTOR MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) DAYS OF RECOMMENDATION OF AWARD, BUT PRIOR TO OFFICIAL CONTRACT AWARD.**

**\*\*CONTRACTOR WILL BE REQUIRED TO SIGN A CONTRACT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURES WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE.**

### **\*\*IMPORTANT DATES**

TUESDAY, JANUARY 7, 2020 - QUESTIONS DUE BY 2:00 P.M.  
TUESDAY, JANUARY 14, 2020 - BIDS DUE BY 2:00 P.M.

ALL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED VIA BIDSYNC. IT IS THE VENDOR'S RESPONSIBILITY TO CHECK BACK FREQUENTLY FOR ANY ADDENDA OR OTHER INFORMATION.



# Orange County District Attorney's Office



## Public Works Unit

# OCDA PUBLIC WORKS UNIT

- The District Attorney's Office created a new Public Works Unit within our Workers Compensation Insurance Unit in June 2011.
- This unit was created to ensure that contractors bidding on Public Works projects are on an even playing field and also to protect the wages and benefits of employees working on these projects. The unit focusses on investigating and prosecuting contractors and their agents who underpay employees prevailing wages as well as commit fraud in the workers' compensation arena.
- Work with Department of Industrial Relations (DIR), Employment Development Department (EDD), California Department of Insurance (CDI), and Contractor State License Board (CSLB).

# CERTIFIED PAYROLL REQUEST

**Labor Code Section 1776(f)(1)** Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other **law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records.**

Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

# LABOR CODE 1776

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. **Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury**, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

# LABOR CODE 1776

**(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.** The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).



# PENALTY OF PERJURY

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating the information contained in the payroll record is true and correct.

I, \_\_\_\_\_, the undersigned, am the  
 (Name – print)

\_\_\_\_\_ with the authority to act for and on behalf of  
 (Position in business)

\_\_\_\_\_, certify under **penalty of perjury**  
 (Name of business and/or contractor)

that the records or copies thereof submitted and consisting of \_\_\_\_\_  
 (Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)  
 of the actual disbursements by way of cash, check, or whatever form to the individual or  
 individuals named.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

# COMMON CHARGING SECTIONS

**Labor Code 1778** – Taking and receiving portion of worker’s wage on Public Works

**Penal Code 115(a)** – Record false and forged Instrument

**Insurance Code 11760(a)** – Misrepresent Facts to Worker’s Compensation Insurance Company

**Insurance Code 11880(a)** – Fraud against State Compensation Insurance Fund

**Unemployment Insurance Code 2117.5** – Failure to properly report payroll taxes

**Unemployment Insurance Code 2118.5** – Willful failure to pay tax

# **TAKING OR RECEIVING PORTION OF WAGES OF WORKMAN Labor Code 1778**

Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

- **The defendant was a contractor doing public work;**
- **The defendant hired a worker to render service upon a public works project**
- **The defendant paid wages to the worker**
- **The defendant took a portion of the workers wages**

# **PREMIUM FRAUD**

## **Labor Code 11760(a)**

Commission of premium fraud constitutes a Felony crime under the provisions of Insurance Code §11760(a) if the insurance company defrauded is a private insurance company .

- 1. A person made, or caused to be made, any knowingly false or fraudulent statement**
- 2. The statement was made either orally or in writing;**
- 3. The statement contained a fact material to the determination of the premium, the rate, or cost of the insurance**
- 4. The person made that statement for the purpose of reducing the premium, reducing the rate, or reducing the cost of insurance.**

# ACTIVITY SINCE JUNE 2011

## Search Warrants Served: 50

Includes business, homes, banks, etc.

## Filed: 17 Defendants

CONTRACTOR	STATUS
General Contractor	Completed – Received 2 years prison
Subcontractor / Fire Sprinkler	Completed - Received 2 years prison
Subcontractor / HVAC	Convicted 37 counts. Sentence pending
General Contractor	Court Case pending. Co-defendant 7 years 4 months
Subcontractor / Electrician (Bookkeeper & Office Manager)	Completed – (2) defendants received 6 months jail time and 3 years probation
Landscaper	Court Case pending

## Grand Jury Indictments: 4

## Pending Cases: 9

# CONTACT INFORMATION

**DDA Donde McCament**

**(714) 664-3911**

**[donde.mccament@da.ocgov.com](mailto:donde.mccament@da.ocgov.com)**

**Investigator Elaine Noce**

**(714) 664-3915**

**[elaine.noce@da.ocgov.com](mailto:elaine.noce@da.ocgov.com)**

**Investigator Randy Inman**

**(714) 664-3904**

**[randy.inman@da.ocgov.com](mailto:randy.inman@da.ocgov.com)**

**Insurance Fraud Hotline**

**(714) 648-3650**

# QUESTIONS?



**REQUEST FOR PROPOSALS FOR:**  
**ELECTRICAL SUPPLIES**

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**RFP No. 080-C017962-JM**

**FILE FOLDER: C017962**

REQUEST FOR PROPOSALS



COUNTY OF ORANGE
OC Public Works/
Procurement Services
601 N. Ross Street 4th Floor Santa
Ana, CA 92701

PROPOSALS MUST
BE RECEIVED AT OR
PRIOR TO
2:00 P.M. PACIFIC
TIME ON
January 14, 2020
RFP: 080-C017962-JM

COVER PAGE

INSTRUCTIONS:

- 1. SUBMIT (1) SIGNED ORIGINAL, (5) COPIES AND (1) FLASH DRIVE IN MS WORD (PREFERRED) OF YOUR PROPOSAL.
2. RETURN THIS PAGE, SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP# AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:
John Martinez, DPA
OC Public Works/Procurement Services
john.martinez@ocpw.ocgov.com

RPF RELEASE DATE:
DECEMBER 17, 2019

REQUEST FOR PROPOSALS ("RFP")

The County of Orange, Public Works, (hereinafter referred to collectively as "County"), is soliciting proposals from qualified Respondent(s) (hereinafter referred to as "Respondents") for Electrical Supplies. The awarded Contract (hereinafter referred to as "Contract") will be a commodities Contract between the County and the selected Respondent(s) (hereinafter referred to as "Contractor" or "Contractors") to provide Electrical Supplies, in accordance with the Scope of Work. A detailed Scope of Work concerning the County's requirements is provided herein.

This Request for Proposals is set out in the following format:

- SECTION 1 Introduction and General Information
SECTION 2 Scope of Work & Response Requirements
SECTION 3 Model Contract

ALL QUESTIONS/REQUESTS FOR INTERPRETATION ARE DUE: JANUARY 7, 2020, 2:00 PM PACIFIC TIME.

All questions and inquiries related to this RFP must be directed to: John Martinez, County Deputy Purchasing Agent ("DPA"), OC Public Works/Procurement Services, via the County's online bid system at: https://www.bidsync.com under the bid page for this solicitation.

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP. OC Public Works/Procurement Services will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by the OC Public Works/Procurement Services is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.
Date: \_\_\_\_\_ Company Legal Name: \_\_\_\_\_
\*Authorized Signature Name Title
\*Authorized Signature Name Title

\* If the Respondent is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS SHEET WITH YOUR RESPONSE

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**SECTION 1**

**INTRODUCTION**  
**AND**  
**GENERAL INFORMATION**

**SECTION 1  
INTRODUCTION AND GENERAL INFORMATION**

**I. INTRODUCTION**

The County is soliciting proposals from qualified Respondents, for Electrical Supplies. The County intends that the successful Respondent(s) shall provide Electrical Supplies proposed in accordance with the expanded description in the Scope of Work set forth in Section 2 and terms and conditions set forth in the Model Contract of this Request for Proposal (RFP).

**II. BACKGROUND INFORMATION**

The County of Orange is a regional service provider and planning agency whose core businesses include public safety, public health, environmental protection, regional planning, public assistance, social services and aviation. The County of Orange thrives on providing outstanding, cost effective regional public services.

**III. PROPOSED TIME SCHEDULE**

December 17, 2019	Release of Request for Proposals
January 07, 2020	Written questions from Respondents Due by 2:00 P.M. Pacific Time
January 14, 2020	<b>RFP Closing Date and Time - 2:00 P.M. Pacific Time</b>
TBD	Notify Selected Respondents Re: Presentations/Interviews
TBD	Presentations/Interviews
TBD	Recommendation of Award

**IV. GENERAL INSTRUCTIONS FOR SUBMITTAL**

- A. Proposal Delivery: All proposals, regardless of manner of delivery, must be placed in a sealed envelope and received, at the address specified below, at or prior to the time and date specified on this RFP Cover Page, unless other instructions are provided herein. A sealed envelope must be marked clearly with the RFP number, date and time of the RFP closing. It is the responsibility of the Respondent to verify that the closing date on the proposals envelope matches the closing date of the RFP. Only one (1) proposal submittal will be accepted per envelope.

Clearly identified Proposals are due on, or prior to, the date and time specified above on the RFP Cover Page, and are to be addressed **in a sealed package**, regardless of the manner of delivery, to:

Re: **RFP No. 080-C017962-JM: Electrical Supplies**

**Closing Date–January 14, 2020 RFP Closing Time 2PM**

Attn: John Martinez, DPA c/o County Procurement Office  
 County of Orange, County Executive Office/County Procurement Office  
 1300 S. Grand Avenue  
 Building A, 2nd Floor  
 Santa Ana, CA 92705  
 County Executive Office/County Procurement Office regular business hours:

Monday through Friday  
8:00 A.M. to 12:00 P.M. and  
1:00 P.M. to 5:00 P.M.

**Sealed packages must be marked clearly with the RFP number, and date & time of the RFP closing as specified above.** It is the Respondent's responsibility to verify that the closing date on the sealed Proposal package matches the closing date of the RFP.

**Facsimile and e-mail proposals will NOT be allowed.** Proposals must be time-stamped on the outside of the sealed package by the County Executive Office/County Procurement Office. It is the sole responsibility of the Respondent to ensure that delivery is made to the County Executive Office/County Procurement Office at the above address by the due date and closing time specified. Late proposals or proposals delivered to any other location will not be accepted. Delivery receipts are available upon request.

The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and where necessary, request any clarification prior to submission of a proposal. If any person contemplating submitting a response to this RFP is in doubt as to the 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 Deputy Purchasing Agent (DPA) via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by the County, a written addendum shall be issued and the information will be posted on the County's online bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. The County will make reasonable efforts to provide a copy of such addendum to each person/company receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt of all addenda by Respondents. It is the responsibility of each Respondent to periodically check the County's online bid system to ensure that they have received and reviewed any and all addenda relating 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 by the date and time specified on Page 2 and Page 5.**

- B. Proposals must be valid for a period of at least 365 calendar days from the Proposal due date. No Proposal may be withdrawn after the submission date.
- C. Each Respondent must provide: **One (1) signed original; five (5) copies and one (1) "soft" copy in MS Word (Preferred) on a flash drive.** The original signature copy is to be clearly marked as "ORIGINAL" on the outside cover and contain **original ink signatures**.
- D. All proposals shall be submitted on standard 8.5-inch x 11-inch paper. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested. It is imperative that all responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, ***and must fully address each requirement and question.***

Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

- E. Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. The County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.

By submitting a proposal, the Respondent represents that it has thoroughly examined the County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.

- F. Each Respondent must submit its' proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration.**
- G. The County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interest of the County. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its' discretion, any procedural irregularity, immaterial defects or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a proponent from full compliance.
- H. Pre-contractual expenses are not to be included in the Respondent's pricing. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Respondent in: a) preparing its' proposal in response to this RFP; b) submitting such proposal to the County; c) negotiating with the County any matter related to the Respondent's proposal; and d) any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
- I. The County reserves the right to: a) negotiate the final Contract with any Respondent (s); b) withdraw this RFP in whole or in part at any time without prior notice (The County does not make representations that any Contract will be awarded to any Respondent responding to this RFP.); c) award its' total requirements to one (1) Respondent or to apportion those requirements among two (2) or more Respondents; and/or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Respondent's; therefore, proposals submitted should contain the **Respondent's most favorable terms and conditions**, since the selection and award may be made without discussion with any Respondent.

- J. Where two (2) or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County does not intend to contract with multiple companies doing business as a joint venture.
- K. The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

- L. 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](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.
- M. In the event a Respondent believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Respondent believes that any resulting Contract would be commercially impractical to perform, the Respondent must file a written protest with the County DPA.

1. **Procedure**

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.

2. **Protest of Bid/Proposal Specifications:**

All protests related to proposal specifications must be submitted to the County DPA no later than five (5) business days prior to the close of the RFP. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied, and the protestor wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in the proposal.

3. **Protest of Award of Contract:**

Immediately upon completion of negotiations with the top-ranked contractor(s), but prior to the filing of an Agenda Staff Report (ASR) for award of Contract, the DPA shall send a Notice of Intent to Award a Contract to all participating contractors and submit a copy to the County's Clerk of the Board.

a. **Procedure**

Contractors will have five (5) business days from the date of the notice in which to file a protest concerning the award of the Contract.

Protests relating to a proposed Contract award which are received after the five (5) business day deadline will not be considered by the County.

During the five (5) business day period, RFP information, including the final evaluator score sheets with the names of individual evaluators redacted, are subject to public disclosure.

Upon expiration of the five (5) business day period or proper resolution of a protest/appeal, the department may move forward with the Contract

award or if necessary, filing the item for approval by the County's Board of Supervisors.

b. **Protest Process**

In the event of a timely protest, the County shall not proceed with the solicitation or award of the Contract until the DPA, the County Procurement Officer or the Procurement Appeals Board renders a decision on the protest.

Upon receipt of a timely protest, the DPA will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

The County may, after providing written justification to be included in the procurement file, 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 protestor's right to the protest procedures outlined herein.

If the protestor disagrees with the decision of the County DPA, the protestor may submit a written notice to the Office of the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

c. **Appeal Process**

If the protestor wishes to appeal the decision of the DPA, the protestor must submit, within three (3) business days from receipt of the DPA's decision, a written appeal to:

Office of the County Procurement Officer  
1300 South Grand Avenue Bldg. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

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 2**

**ELECTRICAL SUPPLIES**

**SCOPE OF WORK**  
**&**  
**RESPONSE REQUIREMENT**

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**SECTION 2:  
SCOPE OF WORK**

- I. SCOPE OF WORK:** Contractor shall supply the County with Electrical Supplies on an “as-needed” basis for the entire Contract term in accordance with the Orange County terms, conditions and specifications contained in this Scope of Work.
- II. MINIMUM CONTRACT REQUIREMENTS:**
- CONTRACTOR SHALL:**
- A. Ensure that each order be accompanied by a packing slip which shall contain the following information:
1. **Order Request:**
    - a. Name of Agency/Department – including County representative who ordered the supplies and the time the order was placed.
    - b. Purchase Authorization Number – FAC Ops Only.
    - c. Date order was received.
    - d. Detail listing of materials to include: item name, item or part number, quantity ordered, quantity shipped and unit cost.
  2. **Order Receipt:**
    - a. Name (printed) and signature of person receiving the material.
    - b. Have all deliveries signed for by a County employee. NO EXCEPTIONS.
    - c. Date of receipt.
- B. Make corrections to all packing slips discrepancies, errors, omissions between the time of delivery and within 24 hours.
1. Include correcting discrepancies with packing slips.
- C. Have the ability to provide specialized technical advice and data relative to Electrical Supplies upon request.
1. Provide specification support in determining what product the County requires based on the repair/maintenance work or task order.
- D. Have the ability to provide E-Commerce capabilities.
1. Provide virtual warehouse/online ordering capabilities to order electrical products.
  2. Provide technical support when utilizing the warehouse/online ordering capabilities.
  3. Have the ability to provide reporting on items ordered, order details, date of order and time stamp, qty, person ordering, person receiving the materials date received and time stamp.
- E. Ensure all items purchased through this Contract be new unused and latest model of recent manufacture. Any exceptions must be pre-approved by the County before processing order.

- 
- F. Replace any defective product. The Contractor is responsible for any costs in association with a defective product being replaced or returned.
- G. Notify County when items will become obsolete and provide support to match replacement part specifications, order information and make part stock available to county before the part becomes obsolete. Vendor needs to avoid selling items to the County that quickly become obsolete.
- H. Return unopened or unused items within ten (10) business days of receipt for full credit and no re-stocking/cancellation fees.
- I. Provide the County with Electronic and/or Paper catalog at the request of the Deputy Purchasing Agent or designee.
- J. Maintain a reasonable inventory within the Orange County area to service this Contract.
- K. Notify County of any delays on requested items at the time the order is placed. Delays are any deliveries or parts pick-ups that cannot be completed the same day the order is placed. County will not pay an expediting fee for catalog parts that need to be expediated due to not being in stock when the order is placed.
- L. Provide Electrical Supplies in a time frame, as agreed upon between the Contractor and the County.
- M. Ensure the purchase contains a standard one (1) year manufacture warranty for Contract purchases following receipt of materials or equipment by the County.
- N. Have any transportation charges and delivery charges for items delivered under the Contract fully prepaid, F.O.B. Destination.
1. Special rush orders shall be allowed, and any freight is to be prepaid and added to invoice(s). A copy of prepaid freight must accompany invoice(s).
  2. All deliveries/shipments must be received Monday through Friday; between 7:00 A.M and 4:00 P.M; excluding County of Orange holidays.
  3. Delivery is required to various locations throughout Orange County and various job sites as needed, and upon request.
- O. Accept "Will-Call" orders from County employees. County employees shall show their County ID prior to each transaction and will be required to print their name and sign for all items received. Will-Call items will not be released to employees that do not present a County ID.
- P. Contractor shall have a facility within **20 miles** of 1143 East Fruit Street, Santa Ana for will call pick up.
- Q. Contractor shall be able to deliver or have parts ready for pick up within one (1) hour of the order being placed.
1. Delivery charge must be approved by County Staff prior to order being finalized and placed.
- R. County shall have the right to purchase part(s) from another source when part(s) are not immediately available at the time the order is placed.

1. Provide new products meeting the County's quality standards.
2. Guarantee without limitation, all parts against defects in accordance with Contractor's warranty replacement policies or the Manufacturer's standard warranty, whichever is longer.
3. Notify County of any delays on requested items at the time the order is placed.
4. Allow authorized County employees to pick up parts on an as-needed basis with County ID.

**III. FREIGHT/DELIVERY (F.O.B. DESTINATION):** Contractor assumes full responsibility for all transportation, scheduling, packaging, handling, insurance, and other services associated with the delivery of all products deemed necessary under this Contract. All transportation and delivery charges shall be incorporated into the unit price of the bid items and prepaid by Contractor. County will not pay for separate transportation/delivery charges.

County reserves the right to request special shipment/freight priorities as needed. Only County Project Manager or designee is authorized to request special shipment/freight. Contractor will provide County with a quote for the special shipment/freight and County will pay the quoted price of the special shipment/freight.

**IV. Delivery Locations:**

OC Public Works/Operations and Maintenance  
Attn: Ted Luckham  
2301 N. Glassell Street  
Orange, CA 92865  
Phone: 714-955-0300  
Email: [Theodore.Luckham@ocpw.ocgov.com](mailto:Theodore.Luckham@ocpw.ocgov.com)

OC Public Works/Facilities Operations Warehouse  
Attn: David Aguilar  
1143 East Fruit Street  
Santa Ana, CA 92701  
Phone: 714-667-4982  
Email: [David.Aguilar@ocpw.ocgov.com](mailto:David.Aguilar@ocpw.ocgov.com)

OC Public Works/CUF  
Attn: Nate Smith  
525 N. Flower Street  
Santa Ana, CA 92703  
Phone: 714-667-1647  
Email: [Nathaniel.Smith@ocpw.ocgov.com](mailto:Nathaniel.Smith@ocpw.ocgov.com)

**SECTIONS 2:  
RESPONSE REQUIREMENTS**

**PROPOSALS**

**Proposals are limited to thirty (30) single-sided pages (11 font or greater).** Therefore, proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Reference letters, resumes, copies of licenses/certifications, etc. may be appended to proposals and will not count against the page limit.**

Note: Proposals that exceed the page limit noted above may be disqualified from further consideration.

**Proposals must include three (3) tabbed sections:**

**Part 1 – Minimum Submission Requirements/Company profile**

**Part 2 – Written Proposal**

**Part 3 – Cost Proposal**

**The information must be indexed in the order as outlined below. In your proposal, list the requirements and your responses and/or attachments.**

**Minimum Qualifications/Requirements:** The following are the minimum qualifications for a Respondent to be considered as an eligible Respondent to submit a response for the requested services described in this RFP.

1. List at least five (5) years of experience your company has with using your System in other government agencies or companies similar in size to the County of Orange.
2. Provide, at a minimum, three (3) reference letters for the services cited as related experience. Reference letters shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. The reference letters should be provided from previous clients who have received similar services to those listed within this RFP. It is Respondent's sole responsibility to ensure that the company name, location, and point of contact's name, title, and phone number for each identified reference organization is current, complete, and accurate. County may disqualify Respondent if:
  - a. References fail to substantiate Respondent's description of services provided.
  - b. References fail to support that Respondent has a continuing pattern of providing capable, productive, and skilled personnel.
  - c. The County is unable to reach the point of contact with reasonable effort. It is respondent's responsibility to inform the point of contact of normal County working hours.
  - d. The County reserves the right to make ANY inquiry into the responsibility of Respondent.
  - e. If Respondent proposes to use sub-contractor(s) to perform services specified herein, County reserves the right to verify references for sub-contractor(s).
3. Respondent must demonstrate online ordering functionalities at the time of interview and/or presentation.
4. Respondent must have the ability to do business in Orange County, California.

**PART 1:**

**Minimum Submission Requirements**

(Complete this section and submit as *Part 1* in the first tabbed section of proposal.)

The following are the minimum submission requirements for a Respondent to be considered as an eligible candidate to be evaluated for the requested services described in this RFP. Should any of this information be missing, the Respondent may be deemed non-responsive.

In addition, the County of Orange may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the information submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

**A. Cover Page/Executive Summary**

All Proposals must be accompanied by a cover letter of introduction and executive summary of the proposal. The cover letter must be signed by person(s) with authority to bind the Respondent together with the main office address, and telephone number (including area code). If the Respondent is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed proposal submission is grounds for rejection of the proposal and disqualification from further participation in this RFP process. All proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

**B. Validity of Proposal**

The County requires that all proposals be valid for at least three hundred sixty-five (365) calendar days from the Proposal due date. Submissions not valid for at least three hundred sixty-five (365) calendar days from the proposal due date will be considered non-responsive. The Respondent shall state the length of time for which the submitted proposal shall remain valid below:

\_\_\_\_\_  
Validity of RFP (in days)

\_\_\_\_\_  
(Signature required)

**C. Certification of Understanding**

The County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

1. Such understanding or representations are expressly stated in the Contract, and;
2. The Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

\_\_\_\_\_  
(Signature required)

D. **Minimum Qualifications**

Respondent hereby certifies that it meets all minimum qualifications and requirements set forth above in Section 2 (page 14) by signing below.

\_\_\_\_\_  
(Signature required)

E. **Certificate of Insurance**

The Respondent shall certify its willingness and ability to provide the required insurance coverage and certificates as set forth in Section 3, Model Contract by signing below (see Model Contract, Article O. Insurance Requirements)

\_\_\_\_\_  
(Signature required)

F. **W-9 Requirements**

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a Contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS+) as an Auditor-Controller contractor, will be required to submit to the County a Federal Form W-9, or form W-8 for foreign contractors. The County will inform the Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of the Contract, the selected Contractor agrees to furnish to the Contract administrator, the County Procurement Officer, or the agency/department DPA the required W-9 or W-8.

\_\_\_\_\_  
(Signature required)

G. **Conflict of Interest**

Respondent must certify either "a" or "b" by signing below:

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

\_\_\_\_\_  
(Signature required)

OR

- b. Respondent/Bidder certifies that no relationships exist/existed as outlined in item “a” above.

---

(Signature required)

*\* 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.*

**H. Litigation**

- a. Respondent/Bidder must certify either “a” or “b” by signing below:
  - i. Respondent/Bidder certifies current/past litigation as follows:
    - 1. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent/Bidder, or any company that holds a controlling interest in Respondent/Bidder, against the County of Orange in the past seven (7) years.
    - 2. Respondent/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.

---

(Signature required)

OR

- b. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors do not have any past or current litigation.

---

(Signature required)

**I. Name/Ownership Changes**

Respondent/Bidder must certify either “a” or “b” by signing below:

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

ownership changes (including legal business names) in the past seven (7) years.

\_\_\_\_\_  
(Signature required)

OR

- b. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

\_\_\_\_\_  
(Signature required)

**J. Minimum Submission Requirements Statement**

Respondent shall certify that it meets all minimum submission requirements set forth above in this Section 2 by signing below.

\_\_\_\_\_  
(Signature required)

**K. Statement of Compliance**

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP:

- 1. This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachment(s), and no exceptions thereto are proposed.

\_\_\_\_\_  
(Signature required)

**OR**

- 2. This response is in strict compliance with said Request for Proposals, including the terms and conditions set forth in the Contract and its Attachment(s), except for those proposed exceptions listed in a separate attachment hereto.

\_\_\_\_\_  
(Signature required)

Attachment for each proposed exception must include:

- 1) The RFP page number and section of the provision Respondent is taking exception to;
- 2) The complete provision Respondent is taking exception to;
- 3) The Respondent's suggested rewording;
- 4) Reason(s) for submitting the proposed exception; and;
- 5) Any impact the proposed exception may have on cost, scheduling, or other areas.

**Note: Failure to comply with Minimum Submission Requirements may result in disqualification from further consideration.**

**COMPANY PROFILE**

Company Legal Name: \_\_\_\_\_

Company Legal Status (corporation, partnership, sole proprietor, LLC, etc.): \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the company has been in business: \_\_\_\_\_ Length of time at current location: \_\_\_\_\_

Is your company a sole proprietorship doing business under a different name? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate sole proprietor's name and the name you are doing business under:  
\_\_\_\_\_

Is your company incorporated? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number \_\_\_\_\_ D-U-N-S # \_\_\_\_\_

*\*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](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.*

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Name of contact during non-business hours: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell or Pager Number: \_\_\_\_\_

**A. Company History:**

For any business structure, provide history of acquisition, buyouts or mergers with other entities for the past five (5) years. Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.

- No action pending
- No Prior action
- Information Attached

**B. Financial Status:**

Offeror shall indicate whether Offeror, its principals, directors, or majority shareholder(s), or any company Offeror has held a controlling interest in, or which has held a controlling interest in Offeror, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attached statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy. Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.

- No action pending
- No Prior action
- Information Attached

**C. Litigation Status:**

Offeror shall provide detailed information regarding current and prior lawsuits (court and case number), liens, or claims filed on behalf of and against Offeror, or any company Offeror holds a controlling interest in, or any company that holds an interest in Offeror in the past five (5) years. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

- No action pending
- No Prior action
- Information Attached

**D. Company Performance:**

- 1) As part of any prior contract, has your company or firm ever received a "Notice to Cure" message, either verbally or in writing? If yes, for all cases in which a "Notice to Cure" message was received, please provide the reason for the message, and how the matter was dealt with. Use additional sheets if needed.


- 2) As part of any prior contract, has your company or firm ever had the contract terminated by the customer prior to the expiration date? If yes, for all cases in which the contract was terminated, please provide the reason for the termination. Use additional sheets if needed.


**PART 2:**  
**WRITTEN PROPOSAL**

(Complete this section and submit as *Part 2* in the second tabbed section of proposal.)

**A. Qualifications, Related Experience and References of Respondent**

*As part of its response to the following, Respondent should justify how the minimum qualifications/requirements specified in Section 2 have been satisfied.*

This section of the proposal will establish the ability of Respondents to satisfactorily provide goods of a similar nature, demonstrated competence in the goods to be provided, strength and stability of the team, staffing capability, work load, record of meeting timeframes for goods provided, supportive client reference.

1. Provide a brief profile of the Respondent's company, including the types of goods offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
2. Provide a general description of the Respondent's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger) that may impede Respondent's ability to provide goods.
3. Describe the Respondent's experience in providing goods of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment.
4. Provide examples of at least three (3) public agencies your company has provided similar goods to that demonstrate Respondent's qualifications to provide the goods described in the Scope of Work. Include the following information for each:
  - a. Goods description and location.
  - b. Description of Goods provided.
  - c. Total cost of Goods provided.
  - d. Budget performance.
  - e. Schedule performance.
  - f. Key Personnel utilized.

**B. Products/Pricing**

1. Scope and breadth of products available.
2. All products and services available.
3. Pricing for all available products and services.
4. Pricing for warranties on all products and services.
5. Ability of Customers to verify that they received contract pricing.
6. Payment methods.
7. Other factors relevant to this section as submitted by the proposer.

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**C. Work Plan/Approach**

Respondent shall provide a brief narrative that addresses the Scope of Work and demonstrates the Respondent's understanding of the County's Electrical Supplies needs and requirements.

1. Describe the approach to completing each required objective specified within the Scope of Work. In addition, provide an approach structured to ensure the following:
  - a. Quality performance.
  - b. Cost control.
  - c. Responsiveness to County staff.
  - d. Coordination between Respondent and County staff;
  - e. Response to emergency orders.
  - f. Product Delivery – Please provide details on delivery methods in regard to order adjustment requirements, response time, and delivery methods (i.e. correct quantity, time, date, location specific to the order).
    1. Correcting discrepancies, errors, or omissions in the documentation and other information supplied by the County Staff i.e. packing slips, invoices, etc.
  - g. Shipping charges.
  - h. Return and restocking policy and applicable fees.
  - i. History of meeting the shipping and delivery timelines.
  - j. Ability to meet service and warranty needs of members.
  - k. Customer service/problem resolution.
  - l. Invoicing process – Including correcting discrepancies with packing slips.
  - m. Contract implementation/Customer transition.
  - n. Website ease of use, availability, and capabilities related to ordering, returns and reporting.
  - o. Replacing obsolete parts with new parts and notifying County Staff of these parts.
2. Respondent may also propose efficiencies or procedural innovations to the Scope of Work that are in the best interest of the County.
3. Additional Information:

Respondent shall describe additional relevant information concerning the goods offered in this RFP that it considers important in evaluating its services.

**PART 3:**

**Cost Proposal**

(Complete this section and submit as **Part 3** in the third tabbed section of proposal.)

- 1. **Compensation:** This is an as-needed usage Contract between the County and Contractor for Electrical Supplies as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for providing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the goods until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

- 2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

- A. Electrical Supplies:

- Catalog:**

- Discount off Proposers Catalog: \_\_\_\_\_ %

- Parts cost will be from Contractors catalog and or Web price, shall include any discount offered to any and all government entities

- Non-Catalog:**

- For non-stock/miscellaneous:

- Non-Stock and/or miscellaneous Items may be purchased against the Contract.

- Miscellaneous Item purchases shall not exceed \$5,000 per invoice, including tax, unless the following process is followed.

- Non-Stock or Miscellaneous Items ranging between \$5,000 and \$25,000, including tax, must be pre-approved by the County Project Manager or Designee prior to processing. The County will obtain price quotes from Contractor for all Miscellaneous Items purchased between \$5,000 and \$25,000. The Contractor shall provide the list price and discount price on all invoice(s) for all Miscellaneous Items.

- For Non-Stock items, the Contractor shall provide proof of their cost plus no more than 10% to the County, in order to receive payment.

- The vendor shall be responsible for sourcing all obsolete items that require replacement at no extra cost. If there is a price increase, the vendor may revisit the increase during the price/increase decrease period of the term listed in Paragraph 3 below.

- Parts cost will be from Contractors catalog and or Web price, shall include any discount offered to any and all government entities.

- B. **TOTAL CONTRACT AMOUNT NOT TO EXCEED:** .....\$ <TBD>

3. **Price Increase/Decreases:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the addressed referenced below, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - A. Contractor's name and address.
  - B. Contractor's remittance address, if different from A above.
  - C. Contractor's Taxpayer ID Number.
  - D. Name of County Agency/Department.
  - E. Delivery/service address.
  - F. Master Agreement (MA) TBD.
  - G. Purchase Authorization Number for FACOPS.
  - H. Agency/Department's Account Number.
  - I. Date of invoice.
  - J. Product/service description, quantity, and prices.
  - K. Current List Price.
  - L. Percentage of Discount.
  - M. Final Cost per item.
  - N. Sales tax, if applicable.

- O. Freight/delivery charges, if applicable.
- P. Total.

CONTRACTOR shall provide a receipt of all purchases when orders are picked-up by COUNTY. Receipts must include the following information:

- A. Vendor or Contractor List Price.
- B. Percentage of Discount.
- C. Discount Price.
- D. Purchase Authorization Number for FACOPS.
- E. Quantity and Description of each item.
- F. Name of COUNTY Project Manager or authorized designee that made the purchase.
- G. Total.

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Operations  
Attn: Facilities Operations PMT Admin  
1143 E. Fruit Street  
Santa Ana, CA 92701-4204

OC Public Works/Operations and Maintenance  
Attn: Ted Luckham  
2301 N. Glassell Street  
Orange, CA 92865

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

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### **Evaluation Process and Criteria**

Proposals will be evaluated by a panel of job knowledge experts on the basis of responsiveness to the questions and requirements for this RFP.

Contract award will be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. No inference is to be drawn concerning relative importance of criteria based on the order presented. Proposed costs, as an evaluation criterion, does not require the County to select the Proposer with the lowest cost proposal.

- Experience/Technical Expertise.
- Project Approach/Comprehension of Scope of Work.
- Cost Proposal.
- Staffing and Organization.
- References.

Proposals deemed to meet all minimum RFP requirements will be scored by an evaluation committee based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Respondent(s) submitted written materials.

County reserves the right to conduct, or to not conduct, oral interviews and/or presentations with the highest-rated Respondent(s). The decision whether to conduct oral interviews/presentations rests solely with County and the decision of the DPA is final.

Should County determine oral interviews are warranted, Respondent(s) shall be ready to attend an oral interview within seven (7) calendar days of notification. Respondent(s) must be prepared to discuss all aspects of their Proposal in detail. Respondent will not be allowed to alter or amend its Proposal through the use of the presentation process.

Respondent agrees that the submission of a Proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

***Should*** the evaluation committee determine interviews to be necessary, the scores will then be divided as follows:

1. Written Proposal: 50%.
2. Interview/Presentation: 50%.

***NOTE: If oral interviews are not requested, written proposals will account for 100% of the total score.***

**Selection/Award Procedures**

Upon the completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the DPA. Final award determination shall be subject to reference checks, past performance and may be subject to approval(s) by the County Board of Supervisors. *In addition, County reserves the right to verify and validate any information prior to Contract Award and during the entire term of the Contract.*

The Model Contract contained in this solicitation is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum and necessary attachments and/or exhibits and to reflect the Respondent's proposal and qualifications. Once the Contract and Scope of Work are fully negotiated, the Scope of Work will be named as an Attachment to the Contract.

Negotiations may or may not be conducted with the finalists; therefore, the Proposal submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without further discussion.

**Exceptions to the terms and conditions of the proposed Section 3, Model Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP and may be considered in criteria for award.**

**SECTION 3**

**MODEL CONTRACT**

**SECTION 3:  
MODEL CONTRACT  
CONTRACT MA-080-TBA  
WITH  
CONTRACTOR NAME  
FOR  
ELECTRICAL SUPPLIES**

THIS CONTRACT MA-080-TBA for Electrical Supplies (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County and Contractor Name TBD, with a place of business at Contractor Address TBD (hereinafter referred to as “Contractor”), with a County and Contractor sometimes individually referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

THIS CONTRACT is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Contractor Pricing

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Electrical Supplies on an as-needed basis; and,

WHEREAS, County solicited Contract for Electrical Supplies as set forth herein, and Contractor represented that it is qualified to provide Electrical Supplies to the County, on an as-needed basis, as further set forth here; and,

WHEREAS, Contractor agrees to provide Electrical Supplies to the County, on an as-needed basis, as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Electrical Supplies with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure

Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for

payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing

work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in

insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests::** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z"** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of

the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing company hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Electrical Supplies from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** The initial term of this Contract shall become effective upon execution of all signatures and shall continue for five (5) years, unless otherwise terminated as provided herein.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County

may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
  6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
  7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
  8. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

9. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project

must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

10. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
11. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/Contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another department or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

12. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
13. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
14. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
15. **Disputes – Contract:**
  - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 20. "Notices," such matter shall be

brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

16. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, sub article B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at

[http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
19. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide

equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

20. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: <TBD>  
 <Attn: TBD>  
 <Address TBD>  
 <City, ST, Zip TBD>  
 Phone: <TBD>  
 Email: <TBD>

County's Project Manager: OC Public Works/Operations and Maintenance  
 Attn: <TBA>  
 2301 N. Glassell  
 Orange, CA 92865  
 Phone: 714-955-<TBA>  
 Email: <TBA>@ocpw.ocgov.com

OC Public Works/Facilities Operations  
 Attn: <TBA>  
 1143 E. Fruit Street  
 Santa Ana, CA 92701  
 Phone: 714-667-<TBA>  
 Email: <TBA>@ocpw.ocgov.com

OC Public Works/CUF  
Attn: <TBA>  
525 North Flower Street  
Santa Ana, CA 92703  
Phone: 714-667-<TBA>  
Email: <TBA>@ocpw.ocgov.com

cc: OC Public Works/Procurement Services  
Attn: John Martinez, County DPA  
601 North Ross Street  
Santa Ana, CA 92701  
Phone: 714-667-9628  
Email: [john.martinez@ocpw.ocgov.com](mailto:john.martinez@ocpw.ocgov.com)

22. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
23. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

24. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
25. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

26. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination,

unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
29. **Mandatory Kick-Off Meeting:** Upon award of the contract, the awarded vendor(s) will attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. A quarterly check-in meeting will be required to review any issues with the contract.
26. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address.
  - B. Contractor's remittance address, if different from A above.
  - C. Contractor's Taxpayer ID Number.
  - D. Name of County Agency/Department.
  - E. Delivery/service address.
  - F. Master Agreement (MA) [TBD].
  - G. Purchase Authorization Number for FACOPS.
  - H. Agency/Department's Account Number.
  - I. Date of invoice.
  - J. Product/service description, quantity, and prices.
  - K. Current List Price.
  - L. Percentage of Discount.
  - M. Final Cost per item.
  - N. Sales tax, if applicable.
  - O. Freight/delivery charges, if applicable.
  - P. Total.

CONTRACTOR shall provide a receipt of all purchases when orders are picked-up by COUNTY. Receipts must include the following information:

- A. Vendors' List Price.
- B. Percentage of discount.
- C. Discount price.
- D. Purchase Authorization Number for FACOPS.
- E. Quantity and description of each item.
- F. Name of COUNTY Project Manager or authorized designee that made the purchase.
- G. Total.

Invoices and support documentation are to be forwarded to:

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OC Public Works/OC Facilities Operations  
Attn: Facilities Operations PMT Admin  
1143 E. Fruit Street  
Santa Ana, CA 92701-4204

OC Public Works/Operations and Maintenance  
Attn: Ted Luckham  
2301 N. Glassell Street  
Orange, CA 92865

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**TBD\***

*(DO NOT SIGN AT THIS TIME)*

Signature	Name	Title	Date
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*(DO NOT SIGN AT THIS TIME)*

Signature	Name	Title	Date
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**COUNTY OF ORANGE**, A political subdivision of the State of California  
**COUNTY AUTHORIZED SIGNATURE:**

Signature	Name	Title	Date
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\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A  
SCOPE OF WORK**

*(UPON COMPLETION OF NEGOTIATIONS OF CONTRACT AND SCOPE OF WORK, THE SCOPE OF  
WORK WILL BE ATTACHED HERETO AS ATTACHMENT A TO THE CONTRACT)*

**ATTACHMENT B  
CONTRACTORS PRICING**

*(UPON COMPLETION OF NEGOTIATIONS OF CONTRACT AND SCOPE OF WORK, THE  
CONTRACTORS PRICING WILL BE ATTACHED HERETO AS ATTACHMENT B TO THE CONTRACT)*

## Question and Answers for Bid #RFP-080-C017962-JM - RFP-080-C017962-JM - ELECTRICAL SUPPLIES

### Overall Bid Questions

There are no questions associated with this bid.