

Solicitation IFB-080-C019194-CC

ON-CALL ROOF REPAIR SERVICES

Bid Designation: Public



County of Orange

Bid IFB-080-C019194-CC ON-CALL ROOF REPAIR SERVICES

Bid Number	IFB-080-C019194-CC
Bid Title	ON-CALL ROOF REPAIR SERVICES
Bid Start Date	Apr 4, 2019 1:16:56 PM PDT
Bid End Date	Apr 18, 2019 4:00:00 PM PDT
Question & Answer End Date	Apr 11, 2019 4:00:00 PM PDT
Bid Contact	Carlos Corona Senior Buyer carlos.corona@ocpw.ocgov.com
Bid Contact	Michael Macias Administrative Manager I Michael.Macias@prob.ocgov.com
Contract Duration	3 years
Contract Renewal	Not Applicable
Prices Good for	120 days
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.
Bid Comments	<p>THIS IS A FULLY ELECTRONIC BID AND ALL BIDS MUST BE SUBMITTED THROUGH THIS WEBSITE. NO OTHER FORM OF BID SUBMITTAL WILL BE ACCEPTED.</p> <p>DO NOT CONTACT THE BUYER DIRECTLY WITH ANY QUESTIONS.</p> <p>VENDORS ARE ADVISED TO READ THE INSTRUCTIONS BELOW:</p> <p>OC PUBLIC WORKS IS SOLICITING BIDS FROM CONTRACTORS INTERESTED IN ENTERING INTO A THREE (3) YEAR CONTRACT FOR ON-CALL ROOF REPAIR SERVICES.</p> <p>BIDDERS MUST HOLD AN ACTIVE "C-39" CONTRACTOR'S LICENSE ISSUED BY CALIFORNIA STATE CONTRACTOR'S LICENSE BOARD.</p> <p>CONTRACTOR IS REQUIRED TO PAY PREVAILING WAGES FOR ALL APPLICABLE WORK PERFORMED ON COUNTY PROPERTY. PLEASE SEE ATTACHED DOCUMENT "ORANGE COUNTY DISTRICT ATTORNEY'S PUBLIC WORK UNIT" FOR INFORMATION ON PREVAILING WAGES.</p> <p>ALL QUESTIONS PERTAINING TO THIS INVITATION FOR BID (IFB) MUST BE SUBMITTED THROUGH BIDSYNC. ANY COUNTY RESPONSE RELEVANT TO THIS IFB OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PURCHASING IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.</p> <p>**BIDDERS MUST FILL OUT THE ATTACHED BIDDERS CERTIFICATION, COMPANY PROFILE AND REFERENCES FORMS AND SUBMIT WITH BID TO BE DEEMED RESPONSIVE.</p> <p>**BIDDERS MUST FILL OUT <u>ATTACHMENT B PAYMENT COMPENSATION FORM</u> AND SUBMIT WITH BID TO BE DEEMED RESPONSIVE</p>

****BIDDERS ARE ADVISED TO NOTE THE RADIUS 30 MILE RADIUS REQUIREMENT**

**** BIDDERS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, AND THE MODEL CONTRACT INCLUDING ATTACHMENT A (SCOPE OF WORK) AND ATTACHMENT B (VENDOR PRICING), 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**

APRIL 11, 2019 - QUESTIONS DUE BY 4:00 P.M.

APRIL 18, 2019 - BIDS DUE BY 4:00 P.M.

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

Item Response Form

Item **IFB-080-C019194-CC--01-01 - IFB-080-C019194-CC - ON-CALL ROOF REPAIR SERVICES**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**

No Location Specified

Qty 1

Description

IFB-080-C019194-CC - ON-CALL ROOF REPAIR SERVICES

The County of Orange, OC Public Works, (hereinafter referred to as “County”) is requesting competitive bids from qualified firms, (hereinafter referred to as “Bidder”). The awarded Contract, (hereinafter referred to as “Contract”) will be between the County and awarded Bidder, (hereinafter referred to as “Contractor”) in accordance with the model contract terms, conditions and scope of work. This is a fully electronic solicitation – only electronic bids submitted through BidSync will be allowed; no other form of bid submittals will be accepted. Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the model contract and any solicitation attachments/exhibits.

I. GENERAL INFORMATION

1. **Important Notice:** The County of Orange has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Purchasing Agency (“DPA”) via the County’s on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

Bidders are not to contact other County personnel with any questions or clarifications concerning this Invitation for Bid (IFB). OC Public Works/Procurement Services will provide all official communication concerning this IFB. Any County response relevant to this IFB other than through or approved by OC Public Works/Procurement Services is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County’s on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the Deputy Purchasing Agent. The County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt by Bidder of all addenda. It is the responsibility of each Bidder to periodically check the County’s on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

All questions or requests for interpretation must be received by the time and date specified in the IFB notice.

2. **Bid Validity:** Bids will be valid for a period of 120 days after IFB closing date
3. **Business Hours:** OC Public Works/Procurement Services regular business hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday. OC Public Works/Procurement Services will be closed on the following County holidays this year:

January 1, 2019
January 21, 2019
February 12, 2019
February 18, 2019
May 27, 2019
July 4, 2019
September 2, 2019
October 14, 2019
November 11, 2019
November 28, 2019
November 29, 2019
December 25, 2019

4. Orange County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
5. The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.

II. GENERAL INSTRUCTIONS AND PROVISIONS

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

2. This document consists of the following:

Section I	General Information
Section II	General Instructions and Provisions
Section III	County of Orange Child Support & W-9 Requirements

3. **Responsive bids shall include the following completed submittals:**

- i. Company Profile & References
- ii. Bidder Certification form

4. **Upon recommendation of contract award, Contractor will be required to submit the following documents with seven (7) days of County notification, unless otherwise specified in the solicitation:**

- i. Insurance Certificate(s) of Insurance including additional Insured Endorsement(s) (see Model Contract)
- ii. County of Orange Child Support Enforcement Certificate requirements
- iii. W-9 Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s)
- iv. Signed Contract Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

5. **Pricing (Attachment B of the Model Contract):**

- i. Bid prices quoted shall be firm for the full term of the Contract.
- ii. Bidder shall utilize BidSync to provide all-inclusive, firm fixed pricing, in accordance with the requirements of the Model Contract for the full term of the Contract. **The bid price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. No additional compensation will be allowed.**
- iii. Bid prices offered shall reflect all addenda issued by the County.
- iv. Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.

- v. The County will only consider firm price bids.
 - vi. The net amount of profit will remain firm during the period of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
 - vii. All price/rate decreases will automatically be extended to the County.
 - viii. Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of County.
6. **No Substitutions:** The Bidder is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval
 7. **Company Profile & References:** Bidder shall utilize the forms provided to satisfy this requirement.
 8. **Bidder Certification:** Bidder shall utilize the form provided to certify any Conflict of Interest, Litigation and Name/Ownership Changes.
 9. Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.

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

10. The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
 - i. Preparing its bid in response to this IFB;
 - ii. Submitting that bid to the County;
 - iii. Negotiating with the County any matter related to the bid; and,
 - iv. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
11. **Protests:** In the event a Bidder believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Bidder believes that any resulting Contract would be commercially impractical to perform, the Bidder must file a written protest with the Deputy Purchasing Agent.
 - a. **Procedure**

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

 - i. The name, address and telephone number of the protester;
 - ii. The signature of the protester or the protester's representative;

- iii. The solicitation or contract number;
- iv. A detailed statement of the legal and/or factual grounds for the protest; and
- v. The form of relief requested.

b. Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. 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 protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

c. Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

i. Protest Process

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Procurement Officer or the Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the Deputy Purchasing Agent 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.
3. 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 protester's right to the protest procedures outlined herein.
4. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protester 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.

ii. Appeal Process

1. If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to:

Office of the County Procurement Officer
1300 South Grand Avenue, Building A, 2nd Floor
Santa Ana, CA 92705

2. 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.

3. 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.

11. Acceptance/Rejection/Award

- i. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- ii. The lowest, responsive, responsible, Bidder will be recommended for contract award.
- iii. Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- iv. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
 1. **Please take notice, non-acceptance of County of Orange terms and conditions may deem a bid non-responsive. The County will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- v. The lowest responsive, responsible bid(s) may be subject to further negotiations.
- vi. Final award determination based upon the lowest responsive, responsible bid, may also include a review of successful Bidder's qualifications, experience, and resources; Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions. In addition, County reserves the right to verify and validate any information prior to Contract Award and during the entire term of the Contract.
- vii. By submitting a response to this solicitation, Bidders agree to accept the decision of the Deputy Purchasing Agent as final.
- viii. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

12. Rights Reserved to County: The County reserves the right to:

- i. Waive, at its discretion, any irregularity or informality, which the County deems correctable or otherwise not warranting rejection of the bid.
- ii. The County reserves the right, at its sole discretion, to make multiple awards to Bidders for services requested in this solicitation.
- iii. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require;

- iv. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County;
 - v. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation;
 - vi. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; “all-or-none” bids will not be accepted unless in the best interest of the County.
13. **Cash Discounts:** The County encourages Bidders to offer cash discounts for prompt payment of invoices. Cash discounts offered by Bidders for the prompt payment of invoices will be considered in evaluating offers to determine the successful Bidder for award of any resulting contract.
14. **Joint Bids:** Where two or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.
15. **Sample to Determine Responsiveness to Technical Requirements for purpose of Award:**
- a. Samples of items, when required by the County, must be furnished free of expense to the County, unless otherwise provided.
 - b. Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the County.
 - c. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.
 - d. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Bidder's expense.
 - e. Samples may be required prior to award. If requested, such samples must be delivered to a County specified address within the timeframe identified specified by the County. Failure to submit samples as specified may be grounds for rejection.
16. **Unfair Practices and Other Laws:** Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.
17. **Independence of Bid:** By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
18. **Americans with Disability Act (ADA):** To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.

19. **Bidder Advisory:** The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

III. COUNTY OF ORANGE CHILD SUPPORT AND W-9 REQUIREMENTS

1. **Orange County Child Support:** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the contract administrator, the Deputy Purchasing Agent, or the agency/department deputy purchasing agent:
 - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
 - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment may result in the Contract being awarded to another Contractor, or in the event a Contract has been issued, shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

2. **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 vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. 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 days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Deputy Purchasing Agent, the required W-9 or W-8.

CONTRACT IFB-080-C019194-CC

FOR

ON-CALL ROOF REPAIR SERVICES

BETWEEN

OC PUBLIC WORKS

AND

TBD



**CONTRACT IFB-080-C019194-CC
WITH
TBD
FOR
ON-CALL ROOF REPAIR SERVICES**

THIS CONTRACT, IFB-080-C019194-CC, for On-Call Roof Repair Services (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 TBD, with a place of business at TBD (hereinafter referred to as "Contractor"), with a County and Contractor sometimes 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 Services

Attachment B – Payment/Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for On-Call Roof Repair Services under a usage Contract; and,

WHEREAS, County solicited Contract for On-Call Roof Repair Services as set forth herein, and Contractor represented that it is qualified to provide On-Call Roof Repair Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide On-Call Roof Repair Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; 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 indemnities 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:

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:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$3,000,000 per occurrence \$3,000,000 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 firm 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 On-Call Roof Repair Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County.
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. **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.

10. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
11. **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

12. **Existing Site Conditions:** Information respecting the site of the work given in Scope of Work, drawings and/or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
13. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

14. **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.

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.

15. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
16. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing,

within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

17. **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.
18. **Waivers-Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
19. **Licenses:** Contractor and his subcontractors, if any, shall, at all time during the term of this Price Agreement, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entity.
20. **Contractor's Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/education to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract.
21. **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 the pre-negotiated prices and terms in 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 and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual 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 by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. 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.

22. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:
- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
 - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

23. **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.
24. **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.
25. **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.
26. **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 33. "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.

27. **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.

28. **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, subarticle 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

29. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
30. **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.

31. **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.

32. **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.
33. **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: <name TBD>
 Attn: TBD
 <Address TBD>
 <City, ST, Zip TBD>
 Phone: <TBD>
 Email: <TBD>

County’s Project Manager: OC Public Works/xxxxxxxxxxxxxxxx
 Attn: <TBA>
 Address
 City ST Zip
 Phone: <TBA>
 Email: <TBA>@ocpw.ocgov.com

cc: OC Public Works/Procurement Section
 Attn: xxxxxxxxxxxxxxxx, County DPA
 300 North Flower Street, Suite 861
 Santa Ana, CA 92703
 Phone: 714-667-xxxxxxx
 Email: xxxxxxxxxxxxxx@ocpw.ocgov.com

- 34. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
- 35. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- 1.1.1 Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, 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 Contractor or any Subcontractor(s) in connection with the work.
- 1.1.2 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:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- 1.1.3 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 1.1.4 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

1.1.5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

36. **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.
37. **Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish.
38. **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.
39. **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.

40. **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.
41. **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.
42. **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.

Signature Page

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

TBD*

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	(Print) Name	Title	Date
		Deputy Purchasing Agent	

* 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

I. SCOPE OF WORK:

Contractor shall respond to orders for emergency roof repairs at existing County buildings. Contractor shall provide these services on a 24-hour emergency response basis for small repairs as determined by OC Public Works, OC Facilities Operation Project Manager (hereinafter referred to as County's Project Manager). Contractor shall provide all labor, materials and equipment for temporary and permanent repairs that shall not void existing roof warranties.

II. PLANS/WARRANTIES:

Plans of building roofs and architectural plans of existing buildings may be available upon Contractor's request to County's Project Manager. Plans are not available for all facilities. County's Project Manager will provide copies of any applicable existing roofing warranties, if available, as needed.

III. METHODS AND MATERIALS:

Using all necessary materials, Contractor shall use any safe, practical method for stopping and/or repairing leaks. The materials to be used shall include but are not limited to: sealants, tarps, roofing, tapes, connections, and coatings. The materials shall be compatible with the type of roof, penetration, mechanical duct being repaired. During the repairs Contractor shall use means and methods that do not void any and all existing warranties. Copies of applicable warranties should be requested from County's Project Manager. Materials shall be furnished and applied per manufacturer's instructions, and regulatory agency codes.

County roofs include but are not limited to, systems from the following manufacturers: Soprema, Inc., The Garland Company, Inc., Viridian Systems, WP Hickman, Polyglass, Neogard, Versico, Resin Technology Company, Malarkey, Henry Company, Siplast, Inc., Sika Sarnafil, CertainTeed, GAF, Johns Manville, and Tremco, Eagle Tile, Fraser Cedar Products Ltd. Contractor shall have a minimum of 3-years' experience with repairs to built-up roofing membranes; metal panel systems; polymer-modified bitumen sheet systems polyurethane foam roofing; single-ply roofing; permathane coating/white coatings; wood shake and shingle. Contractor shall provide County's Project Manager with evidence of certifications in various roofing systems as applicable to determine Contractor's ability to work on a specific roofing system.

IV. PREPARATION/ INSTALLATION:

Contractor shall become familiar with County's building inventory, in advance of emergency calls and be prepared to respond with crews and materials. Contractor shall be prepared to respond to calls for repair work within two hours following notification by County's Project Manager. Contractor shall provide to County a phone number where Contractor can be reached on a 24 hour, 7 day per week basis.

Contractor shall be prepared, if necessary, to provide temporary leak protection in addition to repair work. Temporary protection may include, but is not limited to plastic sheeting or tarps to be installed on exterior or interior surfaces to protect from water damage.

Roofing repairs may be completed in non-occupied and occupied buildings. Whenever possible, Contractor shall not allow roofing fumes to enter buildings. Contractor shall plan work so as not

to interfere with operations of facility, whenever possible. Contractor shall protect existing premises and maintain safety provisions in work area. Contractor shall coordinate with County's Project Manager as needed to establish work procedures.

V. CONSTRUCTION PROCEDURE:

- A. County's Project Manager will call Contractor's 24 hour contact number. County's Project Manager will also fax or email a location and job contacts to Contractor, along with any special instructions within 30-minutes of calling in the request for work. County's Project Manager to advise if a 1-hour response time is required for the repair at the time of initial call-in for repair. Contractor shall notify County's Project Manager within 30-minutes if unable to respond to request for work.
- B. Contractor shall call County's Project Manager once on site.
- C. Contractor shall inspect and photograph roof conditions prior to beginning any work. Contractor shall provide County's Project Manager with a verbal assessment of conditions and recommendations for temporary leak protection or repair.
- D. Contractor is authorized to immediately proceed with temporary leak protection, if it is impossible to provide a permanent repair due to rain or other factors, with verbal authorization from County's Project Manager. Contractor is authorized to install permanent repairs up to a cost not to exceed \$1,000 when directed verbally by County's Project Manager, immediately or as soon as it is possible when weather conditions have improved. A complete written assessment and costs are to be provided to County's Project Manager prior to the invoicing.
- E. Contractor shall photograph the areas to be permanently repaired after the repair work is completed and provide County's Project Manager with copies of the before and after photographs electronically.
- F. If Contractor determines the cost of permanent repairs exceeds \$1,000 County's Project Manager will provide written authorization for Contractor to proceed prior to any work being completed. County's Project Manager retains the option to require Contractor submit a written cost estimate prior to scheduling and performing any repair work.

VI. SITE CLEAN UP:

All work areas shall be policed daily. Rubbish and debris shall be collected and removed from the site at the end of each work shift. Upon completion of the work, Contractor shall remove all surplus materials, rubbish and debris resulting from the work and all property of Contractor from the project site. The entire site shall be left neat, and clean. County trash bin/dumpsters shall not be used.

VII. CONTACTS AND SCHEDULE:

Contractor shall be available 24-hours a day, 365 days of the year. Contractor shall coordinate with County's Project Manager or the designated site contact, as directed by County's Project Manager.

VIII. ASBESTOS:

- A. Asbestos containing materials have been found to exist in certain parts of County facilities. Reports are available for each facility that describes the type and location of these materials. Reports for each facility shall be provided to Contractor. Contractor shall make copies of these reports available for review of all of its personnel.
- B. Based upon the nature of these projects it is not anticipated that these materials will have any impact upon this work. If changes in the work occur that make contact with these materials possible or if asbestos containing materials are encountered, Contractor **shall immediately stop that portion of the work and contact County's Project Manager for further instruction.**

IX. SPECIAL REQUIREMENTS:

A. Contractor shall:

1. Possess a valid C-39 Roofing Contractor license issued by the State of California Contractors State License Board for the entire term of the Contract;
2. Identify and immediately report any unusual physical conditions at the building site(s) to County's Project Manager that differ materially from those conditions usually encountered and generally recognized as inherent to the work provided for under this Contract;
3. Insure all work is performed by qualified experienced personnel under strict supervision. The quality of work shall be in accordance with generally accepted industry standards and shall be subject to the approval of County's Project Manager;
4. Obtain security clearances for employees as noted in Section X, "Security Requirements".
5. Be located within a 30-mile radius of the City of Santa Ana.

X. SECURITY REQUIREMENTS:

General Security Requirements:

Security requirements vary by facility. Contractor shall comply with County's Project Manager instructions to maintain facility security.

All employees of Contractor shall be provided with a County, OC Public Works identification badges. Contractor shall be responsible for each badge and will assign a badge to each employee. The badge will be worn in plain view, at all times when on County property by the employee. If the employee does not have his/ her badge then he/she will not be permitted in or on the worksite. Lost or misplaced badges will be charged back to Contractor at the cost of \$250.00 each. All badges will be assigned at the beginning of the contract and will be returned upon completion of the contract.

Security at Probation Facilities:

- A. Access to County Probation facilities is controlled. In order to have access to a Probation facility Contractor shall provide all the information required by County pertaining to those persons who will be working in that facility. Contractor shall provide the following information and any other information required by County in order for County's Project

Manager to obtain approval for Contractor and Contractor's employees to be granted entry to the work site.

Contractor's Name:

Contractor's Address:

Contractor's Phone Number:

Contractor's Employees Name:

Employee's Address:

Employee's Social Security Card:

Employee's Driver's License:

Employee's Telephone Number:

- B. Unless otherwise specified, Contractor shall submit to County's Project Manager, at least seven (7) calendar days after award of the Contract, a list of all employees who shall need to have access to Probation facilities in the performance of the Contract work.
- C. Contractor and his/her employees who perform work in County Probation facilities may be required to undergo and pass a background investigation, including fingerprinting. The background investigation process takes a minimum of four weeks to complete. Work shall not start until a sufficient number (three or more) of employees are cleared.

After award, or notice of intent to award the Contract, Contractor to begin the clearance process must call and make an appointment the Orange County Probation Department at 714-569-2194.

1. On the day of the employee's appointment, report to street level reception at the Santa Ana Probation office at 909 North Main.
2. The employee shall bring the following identification.
 - i) Government issued picture identification (i.e. driver's license).
 - ii) Social Security Card (a photocopy is not acceptable).

Note: If an employee does not have the required identification, he/she will not be permitted to proceed with the clearance process and cannot work in the facility.

- D. Contractor shall contact County's Project Manager for the results of the employee's investigation. **DO NOT CONTACT THE PROBATION DEPARTMENT FOR CLEARANCE RESULTS.** The results are forwarded to County's Project Manager. If County's Project Manager receives an unsuitable report on any employee after processing or if a prospective employee to be unsuitable or unfit for his assigned duties, Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work. OC Public Works or County's Project Manager cannot give reasons and any further information can only be released under the Freedom of Information Act Guidelines.
- E. County shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for Contractor's employees. County may, as it deems appropriate, authorize and grant temporary clearance to employees of Contractor. However, the granting of a temporary clearance to any such employees as a result of condition thereof, and the

granting of either temporary or full clearance shall in no way prevent, or preclude or bar the withdrawal or termination of any such clearance by County.

XI. BEST MANAGEMENT PRACTICES (BMP):

- A. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
- B. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
- C. To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
- D. BMP Fact Sheets shall include but shall not be limited to the following which may be viewed and downloaded at:
<http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>
IC3 Building Maintenance
- E. These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
- F. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **Compensation:** This is a usage Contract between the County and Contractor for On-Call Roof Repair Services 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 performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services 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. Contractor shall provide all labor, materials and equipment for temporary and permanent repairs

A. Labor

1. Regular Hours: Monday - Friday, 8:00 AM - 5:00 PM	\$ <u>TBD</u> /hr
2. Premium Hours: Monday - Thursday, 5:01 PM - 7:59 AM	\$ <u>TBD</u> /hr
3. Premium Hours: Friday - Monday, 5:01 PM - 7:59 AM	\$ <u>TBD</u> /hr
4. Special Hours: Holidays, 12:00 AM - 11:59 PM	\$ <u>TBD</u> /hr
5. Minimum Call-Out Charge for Repairs	\$ <u>TBD</u> /call

B. Labor and Material Cost (Notes)

1. THE HOURLY RATE QUOTED INCLUDES ALL COSTS FOR THE WORK INCLUDING DIRECT AND INDIRECT LABOR CHARGES (IN ACCORDANCE WITH THE ESTABLISHED GENERAL PREVAILING WAGE RATE REQUIREMENTS), TRUCK, ALL NECESSARY EQUIPMENT, TOOLS, OVERHEAD, TRAVEL, DEPRECIATION, OTHER EXPENSES AND ALL PROFIT.
2. LABOR HOURS SHALL BE CHARGED ON THE BASIS OF ACTUAL LABOR TIME SPENT AT EACH CALL-OUT JOB, NOT ON A PORTAL-TO-PORTAL BASIS, AND SHALL BE COMPUTED TO THE NEAREST ONE-QUARTER (1/4) HOUR.
3. Premium hour or special hour rates will not be paid on call-out requests unless specifically authorized in writing by County’s Project Manager at the time the request for services is initiated.

- 4. *Minimum Call-Out Charge for Repairs is applicable only when the actual call-out job cost is below the established minimum as listed herein. It is not a separate or additional charge.*
- 5. *Minimum Call-Out for Repairs listed herein is not applicable to additional call-out responses immediately following first call-out response within three (3) hours of first call-out.*
- 6. Material Costs:

Materials purchased by Contractor for repair of the equipment will be charged the ACTUAL COST of the materials (including all applicable taxes). Contractor shall pay for all freight charges. Contractor shall provide with invoice a copy of the supplier’s invoice for any material above \$50.00.

All replacement materials shall be new and of the same manufacture as the roofs being repaired upon, whenever possible.

C. TOTAL NOT TO EXCEED CONTRACT AMOUNT:\$ TBD

- 3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 90-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:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, 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.

- 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. 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 County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. 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) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Operation
Attn: Accounts Payable
1143 East Fruit Street
Santa Ana, CA 92701-4204

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.

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **Compensation:** This is a usage Contract between the County and Contractor for On-Call Roof Repair Services 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 performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services 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. Contractor shall provide all labor, materials and equipment for temporary and permanent repairs

A. Labor

1. Regular Hours: Monday - Friday, 8:00 AM - 5:00 PM	\$	/hr
2. Premium Hours: Monday - Thursday, 5:01 PM - 7:59 AM	\$	/hr
3. Premium Hours: Friday - Monday, 5:01 PM - 7:59 AM	\$	/hr
4. Special Hours: Holidays, 12:00 AM - 11:59 PM	\$	/hr
5. Minimum Call-Out Charge for Repairs	\$	/call

B. Labor and Material Cost (Notes)

1. THE HOURLY RATE QUOTED INCLUDES ALL COSTS FOR THE WORK INCLUDING DIRECT AND INDIRECT LABOR CHARGES (IN ACCORDANCE WITH THE ESTABLISHED GENERAL PREVAILING WAGE RATE REQUIREMENTS), TRUCK, ALL NECESSARY EQUIPMENT, TOOLS, OVERHEAD, TRAVEL, DEPRECIATION, OTHER EXPENSES AND ALL PROFIT.
2. LABOR HOURS SHALL BE CHARGED ON THE BASIS OF ACTUAL LABOR TIME SPENT AT EACH CALL-OUT JOB, NOT ON A PORTAL-TO-PORTAL BASIS, AND SHALL BE COMPUTED TO THE NEAREST ONE-QUARTER (1/4) HOUR.
3. Premium hour or special hour rates will not be paid on call-out requests unless specifically authorized in writing by County’s Project Manager at the time the request for services is initiated.
4. *Minimum Call-Out Charge for Repairs is applicable only when the actual call-out job cost is below the established minimum as listed herein. It is not a separate or additional charge.*
5. *Minimum Call-Out for Repairs listed herein is not applicable to additional call-out responses immediately following first call-out response within three (3) hours of first call-out.*
6. Material Costs:

Materials purchased by Contractor for repair of the equipment will be charged the ACTUAL COST of the materials (including all applicable taxes). Contractor shall pay for all freight charges. Contractor shall provide with invoice a copy of the supplier’s invoice for any material above \$50.00.

All replacement materials shall be new and of the same manufacture as the roofs being repaired upon, whenever possible.

C. TOTAL NOT TO EXCEED CONTRACT AMOUNT:..... \$ TBD

- 3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 90-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:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, 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.

- 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. 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 County’s Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. 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) or Purchase Order (PO) number

- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities Operation
Attn: Accounts Payable
1143 East Fruit Street
Santa Ana, CA 92701-4204

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.

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name:

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

Active licenses issued by the California State Contractor’s License Board:

Business Address:

Website Address:

Telephone Number: Facsimile Number:

Email Address:

Length of time the firm has been in business: Length of time at current location:

Is your firm 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 firm incorporated: Yes No If yes, State of Incorporation:

Federal Taxpayer ID Number

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

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

Name of contact during non-business hours:

Telephone Number: Cell or Pager Number:

Email Address:

B. 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

C. 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

D. 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

E. 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.

COMPANY PROFILE & REFERENCES (CONTINUED)

References

Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three clients (preferably three different clients) for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Address:

Contact Name: Telephone Number:

Email Address:

Contract Effective Dates: Contract Amount:

Brief Contract Description:

Company Name:

Address:

Contact Name: Telephone Number:

Email Address:

Contract Effective Dates: Contract Amount:

Brief Contract Description:

Company Name:

Address:

Contact Name: Telephone Number:

Email Address:

Contract Effective Dates: Contract Amount:

Brief Contract Description:

1. Conflict of Interest

Respondent/Bidder 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

2. Litigation

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

- a. Respondent/Bidder certifies current/past litigation as follows:
 - i. 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.
 - ii. 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)

3. 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)

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

Investigator Elaine Noce

(714) 664-3915

elaine.noce@da.ocgov.com

Investigator Randy Inman

(714) 664-3904

randy.inman@da.ocgov.com

Insurance Fraud Hotline

(714) 648-3650

QUESTIONS?

Question and Answers for Bid #IFB-080-C019194-CC - ON-CALL ROOF REPAIR SERVICES

Overall Bid Questions

There are no questions associated with this bid.