Solicitation RFP 017-2196503-RE

MOVING AND RELOCATION SERVICES

Bid Designation: Public

County of Orange

Bid RFP 017-2196503-RE
MOVING AND RELOCATION SERVICES

Bid Number	**RFP 017-2196503-RE**
Bid Title	**MOVING AND RELOCATION SERVICES**
Bid Start Date	**Jul 1, 2022 2:28:11 PM PDT**
Bid End Date	**Jul 15, 2022 2:00:00 PM PDT**
Question & Answer End Date	**Jul 8, 2022 2:00:00 PM PDT**
Bid Contact	**Robert A Esparza** **Supervising Procurement Contract Specialist** **robert.esparza@ocgov.com**
Contract Duration	**5 years**
Contract Renewal	**1 annual renewal**
Prices Good for	**Not Applicable**
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	*******THIS IS A FULLY ELECTRONIC SOLICITATION*******

THE COUNTY OF ORANGE IS SOLICITING REQUEST FOR PROPOSALS (RFPs) FROM QUALIFIED FIRMS TO PROVIDE MOVING AND RELOCATION SERVICES.

PLEASE THOROUGHLY REVIEW THIS RFP PRIOR TO SUBMITTING ANY QUESTIONS. ALL QUESTIONS PERTAINING TO THIS RFP MUST BE SUBMITTED THROUGH THE BIDSYNC.COM WEBSITE PRIOR TO THE DEADLINE. NO QUESTIONS WILL BE ANSWERED VIA TELEPHONE OR EMAIL.

PROPOSERS ARE ADVISED TO CAREFULLY READ THE COUNTY'S TERMS, CONDITIONS AND INSURANCE REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.

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.

*******IMPORTANT DATES*******

JULY 8, 2022 @ 2:00 PM PT - LAST DAY TO POST QUESTIONS

JULY 15, 2022 @ 2:00 PM PT - REQUEST FOR PROPOSALS DUE

IF YOU NEED TECHNICAL ASSISTANCE, PLEASE CONTACT PERISCOPE HOLDINGS VENDOR SUPPORT AT 800-990-9339, OPTION #1.

Item Response Form

Item	**RFP 017-2196503-RE--01-01 - RFP NO. 017-2196503-RE**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **County of Orange**

No Location Specified

Qty 1

Description
RFP NO. 017-2196503-RE

COUNTY EXECUTIVE OFFICE
COUNTY PROCUREMENT OFFICE

REQUEST FOR PROPOSALS
(RFP)

MOVING AND RELOCATION SERVICES

RFP NO. 017-2196503-RE

REQUEST FOR PROPOSAL

County of Orange
CEO/County Procurement Office
1300 S. Grand Ave
Santa Ana, CA 92705

PROPOSALS MUST BE RECEIVED ON OR BEFORE

July 15 , 2022
BY 2:00 PM (PST)

RFP NUMBER
017-2196503-RE

File Folder No:2196503

INSTRUCTIONS:

1. **SUBMIT AND UPLOAD ELECTRONIC COPY OF PROPOSAL VIA PERISCOPE HOLDINGS.**
2. **RETURN THIS PAGE, SIGNED, WITH PROPOSAL**
3. **ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#017-2196503-RE**
4. **QUESTIONS SHOULD BE POSTED VIA PERISCOPE HOLDINGS BEFORE THE CLOSE OF THE QUESTIONS AND ANSWERS PERIOD.**

DATE: July 1, 2022

COVER PAGE

REQUEST FOR PROPOSALS (RFP)

The County of Orange, through the County Executive Office/County Procurement Office, (hereinafter referred to as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondent" or "Respondents") to provide Moving and Relocation Services. The awarded contract (hereinafter referred to as "Contract") will be a fixed fee contract between County and the selected Respondent(s) (hereinafter referred to as "Contractor" or "Contractors" in Section III) to provide Moving and Relocation Services, in accordance with the terms and conditions set forth in the Model Contract, including Attachments, provided herein as Section III Model Contract.

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

SECTION I. Introduction and Instructions to Respondents

SECTION II. Response Requirements

SECTION III. Model Contract

ALL QUESTIONS/REQUESTS FOR CLARIFICATION ARE DUE: JULY 8, 2022, 2:00 P.M. PACIFIC TIME

All questions and clarifications related to this RFP must be directed to Robert Esparza, County Deputy Purchasing Agent (hereinafter referred to as "DPA"), via County's online bid system at https://www.periscopeholdings.com; RFP: 017-2196503-RE. (For assistance, please contact Periscope Holdings Vendor Support at: 800-990-9339 Option 1 or via email at source-support@periscopeholdings.com)

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

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED HEREIN.		
Respondent/Company Legal Name (as it appears on W-9)		**FED ID Number**
Postal Address		
Authorized Signature*	**Title**	**Date**
Authorized Signature*	**Title**	**Date**

If Respondent is a corporation, two (2) **signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If Respondent's officer holds dual title, Respondent's officer must sign this instrument twice; each time indicating his or her office title, that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

RETURN THIS SHEET WITH YOUR RESPONSE

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SECTION I

INTRODUCTION
AND
INSTRUCTIONS TO RESPONDENTS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

I. INTRODUCTION: County is soliciting proposals from qualified Respondents for Moving and Relocation Services. County intends to issue one or more Regional Cooperative Agreement(s), each of which will allow County departments and California local and state governmental entities to issue subordinate contracts using the provisions and pricing of the Regional Cooperative Agreement. Refer to Section III, Attachment A of this RFP for an expanded description of the Scope of Work.

II. PROPOSED TIME SCHEDULE:

DATE	ACTION
07/01/2022	Release of Request for Proposal
07/08/2022	Written questions from Respondents - Due by 2:00 PM Pacific Time
07/15/2022	RFP Closing Date and Time - 2:00 PM Pacific Time

*****This is a proposed schedule that is subject to change. Any changes to the schedule for the RFP process will be issued to all Respondents via addenda on Periscope Source. *****

III. INSTRUCTIONS TO RESPONDENT(S) AND PROCEDURES FOR SUBMITTAL:

1. **Proposals are due on, or prior to, the date and time specified in Section I: Introduction and Instructions to Respondents and on Cover Page** and must be submitted electronically via Periscope Holdings. **A Paper faxed or emailed proposal will not be accepted**. For assistance on uploading proposals via Periscope Holdings, please contact Periscope Holdings Vendor Support Team at 800-990-9339 Option 1. The County will not accept proposal(s) after the due date and time specified in Section I: Introduction and Instructions to Respondents and on Cover Page.

2. **This is a fully electronic Request for Proposals (RFP). Respondents must submit their proposals online via Periscope Source website at County's online bidding system. Only electronic proposals will be accepted. Facsimile and e-mail proposals will NOT be allowed.**

3. Examine the Contract Documents and the site of the proposed work carefully before submitting a **Proposal** for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

4. County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a proposal. If any person contemplating submitting a response to this Request for Proposals 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 DPA via County's on-line bid system at: https://www.periscopeholdings.com under the bid page for this solicitation.

   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.periscopeholdings.com. Any interpretation of, or correction to, this solicitation shall be issued by County DPA. However, County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. If an addendum is issued, a signed copy must be included with proposal response.

All questions or requests for clarifications must be received by the date and time specified in Section I: Introduction and Instructions to Respondents and on Cover Page (page 2).
Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the RFP Closing Date. No proposal may be withdrawn after the RFP Closing Date.

5. Each Respondent must provide: **One (1) complete electronic PDF packet** of its proposal and one (1) Microsoft Word copy (Part 3 only). Proposals shall be formatted on standard letter size, 8.5" x 11". All pages must be numbered and identified sequentially as listed below.

   - Cover Page, and all applicable addenda, if any (PDF format)

   Note: Special signature requirements for Corporations

   - Part 1 – Compliance Certifications (PDF format)
   - Part 2 – Company Profile (PDF format)
   - Part 3 – Respondent Proposal (PDF format, in addition Microsoft Word file must be provided for this Part 3 only)
   - OCLSB/DVBE - (If applicable) Submit Section III, Exhibit I – County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Certification Requirement (PDF format).

     It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, ***and must fully address each requirement and question***. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

     Note: Allow sufficient time to upload all required files. Files will not upload successfully on Periscope Holdings if the upload is not completed before the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully.

     Proposals are NOT to be marked as confidential or proprietary. County will not consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the California Public Records Act, Government Code Section 6250 et seq. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of County. County reserves the right to make use of any information or ideas in the proposals submitted.

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

7. Each Respondent must submit its proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for County's consideration as specified in Section II; Part 1; "IX. Statement of Compliance."**

8. County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of County. Any proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which County deems reasonably correctable or otherwise not warranting rejection of the proposal. Any waiver will not excuse a Respondent from full compliance.

9. Pre-contractual expenses are not to be included in Respondent's Pricing. County shall not be liable for any expenses incurred by Respondent in the preparation or submission of its proposal. Pre-

contractual expenses are defined as including, but not limited to, expenses incurred by Respondent in: a) preparing Respondent's proposal in response to this RFP; b) submitting that proposal to County; c) negotiating with County any matter related to Respondent's proposal; and d) any other expenses incurred by Respondent prior to the date of award and execution, if any, of the Contract.

10. Where two or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.

11. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

12. County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFP in whole or part at any time without prior notice (the County makes no representations that any Contract will be awarded to any Respondent responding to this RFP); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any Proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP. In addition, negotiations may or may not be conducted with Respondents. Therefore, Proposals submitted shall contain the Respondent's most favorable GMP, terms and conditions, since the selection and award may be made without discussion with any Respondent.

13. Any Proposal may be construed as non-responsive and ineligible for consideration if it does not comply with the requirements of the RFP. Failure to comply with the technical features and acknowledgment of receipt of addenda are common causes for holding a Proposal nonresponsive.

14. **DUNS ® No**: County requires a valid D-U-N-S number prior to contract award. If needed, Respondents may obtain one at no cost at www.dnb.com. *If Respondent is unable to provide/obtain a D-U-N-S number, please indicate so in Respondent's proposal response.*

IV. PROTEST PROCEDURES: In the event a Respondent wishes to allege a grievance by the solicitation or award of Contract, Respondent may submit a written protest to the DPA. All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protestor;
2. The signature of the protestor or the protestor's representative;
3. The solicitation or contract number;
4. A detailed statement of the legal and/or factual grounds for the protest; and,
5. The form of relief requested.

Written protests must be sent by mail to:

County of Orange/County Executive Office
County Procurement Office
1300 South Grand Avenue, 2nd Floor
Santa Ana, CA 92705
Attn: Robert Esparza

6. **PROTEST OF PROPOSAL SPECIFICATIONS:** All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the RFP Closing Date for proposals. Protests received after the five (5) business-day deadline will not be considered by County.

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

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

8. **PROTEST PROCESS:**

   a. In the event of a timely protest, County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent renders a decision on the protest.

   b. 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.

   c. 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 County. The award of a contract shall in no way compromise the protestor's right to the protest procedures outlined herein.

   d. If the protestor disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written appeal to County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

9. **APPEAL PROCESS:**

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

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

      County of Orange/County Executive Office
      County Procurement Office
      1300 South Grand Avenue
      Santa Ana, CA 92705
      Attn: County Procurement Officer

      CPOAppeals@ocgov.com

   b. 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 appeal shall be forwarded to the Procurement Appeals Board.

   c. The decision of the County Procurement Officer will be final and there shall be no right to any administrative appeals of this decision.

V. EVALUATION PROCESS AND CRITERIA: Proposals deemed to meet all minimum RFP requirements will be scored based on the established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, based upon the Respondent(s) submitted written materials.

Proposals shall be evaluated by an Evaluation Panel on the basis of the responsiveness to the requirements in this RFP. The County may request clarifications, or otherwise verify the contents of the Proposal, including information about the Respondent, consultants and sub-consultants. The County Reserves the right to seek publicly available information about the Respondents.

The scoring is based on evaluation of the Proposal as measured against the Scoring Criteria. Proposals will be evaluated from the most advantageous to the least advantageous to the County.

The Respondent will be selected through a qualifications-based selection process based on the following criteria with 1,000 total points available:

1. **Written Total Points: 1,000**

CRITERIA	DESCRIPTION	MAX POINTS
I	Qualification and Related Experience/Technical Expertise	
II	Key Personnel /Proposed Staffing	
III	Availability to Perform Services	
IV	Degree of Compliance with the County Model Contract	
V	Cost Proposal	
VI	Additional Information	

VI. SELECTION/AWARD PROCEDURES: Upon completion of the evaluation process, the evaluation committee will make a recommendation for award to County DPA. Final award determination is subject to reference checks and past performance and may require Board of Supervisors' approval.

The Model Contract contained in Section III of this solicitation is the contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this solicitation, including special conditions and requirements and those added by addendum and necessary attachments to reflect Respondent's proposal and qualifications.

Negotiations may or may not be conducted with Respondents; therefore, proposals submitted should contain Respondent's most favorable terms and conditions. **Any exceptions to the terms and conditions of the proposed Model Contract regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in Section II; Part 1; "IX. Statement of Compliance."**

If County is unable to negotiate a Contract in a timely manner or satisfactorily, County, in its sole discretion, may terminate negotiations with the selected Respondent and begin negotiations with the next Respondent.

County reserves the right to: a) negotiate the final Contract with any Respondent(s); b) withdraw this RFP in whole or in part at any time without prior notice (County makes no representations that any Contract will be awarded to any Respondent responding to this RFP); c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents; and/or d) reject any proposal as non-responsive, if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

VII. W-9 REQUIREMENTS - DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENT: Effective June 3, 2006, all contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to County a federal Form W-9 or a Federal form W-8 for foreign vendors. County will inform Respondent, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Respondent agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent the required W-9 or W-8. **A 587/590 Form may be required for out of State Respondents**, see separate attachment Exhibit II in Section III for additional information on these two forms.

VIII. COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE POLICIES:

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

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

   (1) Local Business Requirements:

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

   b. Has:

   i. a business address located in the County of Orange that is not a post office box, or

   ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

   (2) Small Business Requirements:

   a. Must be certified as a Small Business by the State of California Department of General Services (DGS): and,

   b. DGS Small Business requirements must be valid at the time of bid proposal submittal.

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

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

   (1) Must be certified as a DVBE by the State of California Department of General Services (DGS); and,

   (2) DGS DVBE requirements must be valid at the time of bid/proposal submittal.

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

SECTION II

RESPONSE REQUIREMENTS

SECTION II: RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. **Proposals are limited to thirty (30) single side pages. Response to Part 1 and Part 2 will not count against the 30-page limit. All items listed in Part 3 will count against the page limit, no exceptions.** ***Note: Proposals that exceed the page limit noted above may be disqualified from further consideration.***

Proposals must be electronically organized into three (3) sections and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

A. **MINIMUM QUALIFICATIONS:** Respondent shall certify via Section II, Part 1, "IV. Minimum Qualifications" of this RFP, that it meets the minimum qualifications set forth below and submit all requested information as Part 1 of Proposal.

Respondent must meet all of the following minimum qualifications:

1. Respondent(s) must possess all Federal, State and Local permits, licenses and approvals necessary to provide goods/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.
2. Respondent(s) must possess a **D-34 Classification** Contractor's State License issued by the California Contractor's State License Board (CSLB). Offeror(s) shall maintain a valid and current licensing classification status to perform installations of prefabricated and modular office systems per the California Code of Regulations, Division 8, Title 16, and Article 3 - Classification. Respondent(s) is responsible for providing a current and valid copy of the D-34 classification license prior to award and must maintain said license during the entire Contract term. ***All proposals must include copies of licenses and/or certificates called for in this RFP.***
3. Respondent(s) must have a minimum of five (5) years of proven firm experience providing moving and relocation services as listed in Section III - Scope of Work for other government entities.
4. Respondent(s) shall have experience personnel with minimum of two (2) years of experience and capable to perform the services as required in the Scope of Work.
5. Respondent(s) shall be responsible to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (County of Orange). It shall further be the responsibility of the Respondent to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.
6. Respondent(s) shall own or have available a fleet of vehicles adequate to dispatch, carry and handle County projects as stated in Section III – Scope of Work and these shall meet or exceed all Federal, State, Local Department of Transportation (DOT), and any government regulations for the services described in Section III – Scope of Work. Awarded vendor shall be fully responsible to meet all County needs, including insurance requirements.
7. Respondent(s) vehicles must be equipped with a radio dispatch system or mobile telephone access, in addition to required equipment/machinery as needed to provide the services described in Section III - Scope of Work.
8. Respondent(s) shall designate an account representative/manager to monitor and administer all County of Orange accounts/projects. Any changes in Account Representative shall be notified in writing to County of Orange, County Purchasing Agent listed under Articles 32-Notices
9. Respondent is financially solvent such that it can provide financial resources sufficient to fund its operations to provide the services in Attachment A, Scope of Work. Respondent may be required to submit copies of the most recent audited annual report if awarded a contract.

10. Respondent has at least three (3) references, with three (3) from California Public Sector client(s) comparable in size and complexity to the County of Orange that are outside the County of Orange organization, for which Moving and Relocation Services have been performed within the past five (5) years.

B. **PROPOSAL REQUIREMENTS:** Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Proposals are limited to thirty (30) single side pages. Response to Part 1 and Part 2 will not count against the 30-page limit. All items listed in Part 3 will count against the page limit, no exceptions. *Note: Proposals that exceed the page limit noted above may be disqualified from further consideration.*

Proposals must be electronically organized into three (3) sections and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

I. **RESPONSIVE PROPOSALS SHALL INCLUDE THE FOLLOWING COMPLETED SUBMITTALS:**

Part 1 – Compliance Statements

a. Cover Letter/Executive Summary

b. Validity of Proposal

c. Certification of Understanding

d. Essential Requirements for Qualifications Statement

e. Certificate of Insurance

f. W-9 Requirements

g. Conflict of Interest

h. Statement of Compliance

i. Non-Collusion Declaration

j. Litigation

k. Name/Ownership Changes

Part 2 – Company Profile & References

Part 3 – Respondent's Proposal

II. **UPON RECOMMENDATION OF CONTRACT AWARD, RESPONDENT WILL BE REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS WITHIN TEN (10) DAYS OF COUNTY NOTIFICATION, UNLESS OTHERWISE SPECIFIED IN THE RFP:**

a. Insurance Certificate(s) of Insurance including additional Insured Endorsement(s) (see Model Contract).

b. W-9 Current signed form W-9 (Taxpayer Identification Number & Certification) which includes D-BE's legal business name(s).

c. Signed Contract – Selected Respondent will be required to sign a contract upon award. If awarded Respondent is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

PART 1:
COMPLIANCE CERTIFICATIONS

(COMPLETE THIS SECTION AND SUBMIT AS PART 1 OF PROPOSAL)

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

II. **VALIDITY OF PROPOSAL:** County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date. Proposals not valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date will be considered non-responsive. Respondent shall state the length of time for which the submitted Proposal shall remain valid below.

Respondent hereby certifies that Respondent's Proposal is valid for three hundred sixty-five (365) calendar days from the RFP Closing Date.

_____

Validity of Proposal (in days) (Signature required)

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

A. Such understanding or representations are expressly stated in the Contract; and,

B. The Contract expressly provides that County therefore assumes the responsibility.

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

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

_____

(Signature required)

IV. **MINIMUM QUALIFICATIONS:** Respondent hereby certifies that it meets all minimum qualifications set forth above in Section II of this RFP.

_____

(Signature Required)

V. CERTIFICATE OF INSURANCE: Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Model Contract, Article O. Insurance Provision).

_____

(Signature required)

VI. CONFLICT OF INTEREST:

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

A. Respondent certifies current/past financial, business or other relationship(s) with 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 Respondent proposes to provide.

_____

(Signature required)

OR

B. Respondent 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

VII. LITIGATION:

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

A. Respondent certifies current/past litigation as follows:

i. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against the County of Orange in the past seven (7) years.

ii. Respondent 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 certifies that there are no current/past litigation as outlined in item a. above.

_____

(Signature required)

VIII. NAME/OWNERSHIP CHANGES:

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

A. Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

i. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

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

_____

(Signature required)

OR

B. Respondent certifies that there are no past company name changes or ownership changes as outlined in item a. above.

_____

(Signature required)

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

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

A. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, and no exceptions thereto are proposed.

_____

(Signature required)

OR

B. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, except for those proposed exceptions expressly listed in a separate attachment hereto.

_____

(Signature required)

i. Attachment for each proposed exception must include:
   1. The RFP page number and section of the provision Respondent is taking exception to;
   2. The complete provision Respondent is taking exception to;
   3. The suggested rewording by way of tracked changes (Microsoft Word Format);
   4. Reason(s) for submitting the proposed exception;
   5. Any impact the proposed exception may have on the services to be provided.

X. NON-COLLUSION FORM: Each Respondent must execute the Exhibit III, Non-Collusion Affidavit contained in the RFP as Exhibit III and submit it with the Proposal.

The County of Orange may require that the Respondent, before awarding any subcontract, secure Non-Collusion Declarations from proposed Subcontractors. The County of Orange does not conduct business with Respondents who engage in the act of Collusion. A "Yes" answer may preclude you from moving forward in the RFQ Process. **Respondent must certify both questions below:**

A. Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the County of Orange? **Respondent must select one (1). If Respondent selects Yes answer, Respondent must provide a brief explanation below.**

☐ Yes

Reason for Collusion: _____

(Additional space on next page)

Reason for Collusion Continued:

_____
_____
_____
_____
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_____
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_____
_____

☐ No

B. If not, has your firm participated in any discussions with competing firms in an effort to influence the payment structure for existing or potential County contracts? **Respondent must select one (1)**

☐ Yes

Provide names of competing firms:

_____
_____
_____
_____

☐ No

_____

(Signature required)

PART 2:
COMPANY PROFILE & REFERENCES

(COMPLETE THIS FORM AND SUBMIT AS PART 2 OF PROPOSAL)

Company Legal Name:_____

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

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_____*D-U-N-S® No._____

County requires a valid D-U-N-S® number prior to Contract Award. If needed, Respondent may obtain one at no cost at www.dnb.com. If Respondent is unable to provide/obtain a D-U-N-S® number, please indicate so in the proposal response.

Regular business hours:_____

Regular holidays and hours when business is closed:_____

Contact person in reference to this solicitation:_____

Telephone Number: (___)_____ Facsimile Number: (___)_____

Email Address:_____

Contact person for accounts payable:_____

Telephone Number: (___)_____ Facsimile Number: (___)_____

Email Address:_____

Name of Project Manager:_____

Telephone Number: (___)_____ Facsimile Number: (___)_____

Email Address:_____

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

Name of contact during non-business hours:_____

Telephone Number: (___) _____ Facsimile Number: (___) _____

Email Address:_____ Cell or Pager Number:_____

PART 2:

COMPANY PROFILE & REFERENCES (CONTINUED)

(COMPLETE THIS FORM AND SUBMIT AS PART 2 OF PROPOSAL)

REFERENCES: Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three (3) clients (preferably three different clients) for whom comparable projects with similar scope of work to this RFP have been completed or submit letters from your references which include the requested information. These references must be verifiable. *****Cannot be from the County of Orange or more than one from the same entity*****

Company Name: _____ Telephone Number: _____

Contact Name(s): _____ Email: _____

Address: _____

Contract Effective Dates: _____ Contract Amount: _____

Brief Contract Description: _____

_____

Company Name: _____ Telephone Number: _____

Contact Name(s): _____ Email: _____

Address: : _____

Contract Effective Dates: _____ Contract Amount: _____

Brief Contract Description: _____

_____

Company Name: _____ Telephone Number: _____

Contact Name(s): _____ Email: _____

Address: : _____

Contract Effective Dates: _____ Contract Amount: _____

Brief Contract Description: _____

_____

Number of projects the Prime has completed in Orange County _____

PART 3:

RESPONDENT'S PROPOSAL

(COMPLETE THIS SECTION AND SUBMIT AS PART 3 OF PROPOSAL)

I. QUALIFICATION AND RELATED EXPERIENCE/TECHNICAL EXPERTISE: This section of the Proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements of Scope of Services have been satisfied.**

A. Respondent shall provide:

1. A brief profile of your firm, including the name, a brief history, description of your firm, types of services offered;
   a. The year founded;
   b. Form of the organization (corporation, partnership, sole proprietorship)
   c. Number of employees
   d. Size and location of offices
   e. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.
   f. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP.
   g. Describe Respondent's availability to perform requested services on County projects. Include experience with other governmental agencies in California.
2. ***Limit each example to one (1) page.*** Describe at least **three (3)** types of services examples completed in Southern California that demonstrate the Respondent's qualifications and experience which best illustrate proposed firm's qualifications for the services noted in Attachment A (Scope of Work). If the service includes sub-contractor(s), include projects examples that demonstrate qualifications and experience. Examples may include, but are not limited to the following:
   a. Firms/Key Personnel from Attachment C of the Model Contract involved with this example of service.
   b. Scope, size, cost, principal elements and special features of the services provided.
   c. Relevance of the example project to Services.

II. KEY PERSONNEL/PROPOSED STAFFING: This section of the Proposal should establish the qualifications of the proposed staff to provide the services noted in the Scope of Work.

A. Respondent shall:

1. Complete **Attachment C** of the Model Contract (included in Section III, of this Request for Qualifications) and submit hereinto:
   a. Provide the names of key staff (including names, titles, and current staff who may be assigned to Services, including resumes, licenses and certifications held by those individuals, years of related experience, and length of time with the firm.
   b. Identify subcontractors (if any) that will be assigned to perform services listed in the Scope of Services, by company name, address, contact person, telephone number and project function.

B. Include names, titles and current resumes of proposed key personnel detailing their technical expertise which qualifies them for proposed work, experience directly related to proposed work (identify similar

projects), function and responsibility related to proposed work, qualifications licenses/certifications. This key personnel information shall be sufficient to provide confirmation to the County that the firm has adequate staff and the ability to assist in Services as needed.

III. AVAILABILITY TO PERFORM SERVICES:

A. This section of the RFP should demonstrate availability of experienced personnel/resources of the firm's ability to perform both current and anticipated Services to the County.

B. This section should include such items as; statement of commitment of ability/availability to perform Services to the County, proposed methods of approaching/completing Services, identification/ acknowledgement of adequate staff, resource allocations, and other solutions by the Respondent to provide/accomplish Services to the County as described in Attachment A, Scope of Work of the Model Contract.

IV. DEGREE OF COMPLIANCE WITH THE COUNTY'S MODEL CONTRACT: Respondents submitting exceptions to the County Model Contract in Section III of this RFP.

V. COST PROPOSAL: Respondents are to complete and submit Attachment B, of the Model Contract (See Section III of RFP.

VI. ADDITIONAL INFORMATION: In this section, Respondent(s) shall describe additional relevant information related to the services listed in this RFP that is considered important in evaluating Respondent(s) services.

SECTION III

MODEL CONTRACT

FOR

MOVING AND RELOCATION SERVICES

SECTION III: MODEL CONTRACT

CONTRACT TBD
FOR
MOVING AND RELOCATION SERVICES

This Contract **TBD** for Moving and Relocation Services ("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, ("County") and **TBD**, a state of _____corporation ("Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Compensation and Pricing

Attachment C – Staffing Plan

RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for Moving and Relocation Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Moving and Relocation Services to County; and

WHEREAS, Contractor agrees to provide Moving and Relocation Services to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, Contractor agrees to accept payment based on the pricing set forth in Compensation and Pricing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

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, including Attachments which are attached hereto and incorporated herein by this reference, 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. 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 Purchasing Agent 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, the price stated in Attachment B 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 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 scope 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 pursuant to Attachment B after County's 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 County Indemnitees, 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, 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 and 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 prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

J. **NON-DISCRIMINATION**: In the performance of this Contract, Contractor must 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 and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

L. **CONSENT TO BREACH NOT WAIVER**: Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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**: 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 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 PROVISION**: Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy 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 County during the entire term of this Contract.

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 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 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 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 Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, 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 Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability (Limits may be increased for Specialty Moving Project	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit 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 13or 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 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) calendar days of any policy cancellation and ten (10) calendar 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 County may suspend or terminate this Contract.

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

Insurance certificates should be emailed to **CEOCPOInsurance@ocgov.com**

Certificate Holder must state:
County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
1300 S. Grand Ave., Ste. A, 2nd Floor,
Santa Ana, CA 92705-4434

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or the department purchasing 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) calendar 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 County's express prior written consent.

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 County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

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

In addition, Contractor must notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor also must notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may

reasonably affect 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 must provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

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 Contractor, this obligation applies to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. 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 to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.

S. **CONFIDENTIALITY**: All County Data shall be deemed confidential. Contractor must hold all County Data in strict confidence and must maintain the confidentiality of all County Data pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Contractor must not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, such County Data to third parties other than employees, agents, or subcontractors who require the County Data for performance of this Contract and will not use such County Data for any purpose other than for performance of this Contract. In addition, Contractor must protect County Data from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to County. This obligation applies to Contractor's employees, agents, and subcontractors.

Contractor must immediately report to County any and all unauthorized disclosures or uses of County Data or suspected or threatened unauthorized disclosures or uses of County Data of which Contractor or Contractor's employees, agents and/or subcontractors are aware or have knowledge or reasonable belief. Contractor acknowledges that any unauthorized publication or disclosure of County Data to others or unauthorized use of County Data may cause immediate and irreparable harm to County. If Contractor should publish, disclose, or use such County Data without authorization, or threaten such action, County is immediately entitled to injunctive relief and any other remedies to which it is entitled under law or equity, without requiring a cure period. Contractor must, in accordance with the more specific requirements contained in Article Z, indemnify, defend, and hold County and County Indemnitees harmless from and against any and all damages, costs, liabilities, and expenses (including without limitation attorneys' fees) relating to or arising from Contractor's unauthorized publication, use, or disclosure of County Data.

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, 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**: 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 its 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 has been represented by experienced and knowledgeable independent legal counsel of its 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 it has 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**: Contractor warrants that it is and it will remain in full compliance 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. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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 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. County will provide reasonable notice of such an audit or inspection.

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

Contractor must maintain such records for possible audit for a minimum of three (3) 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 must include in each subcontract a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to 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**: Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not 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, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Moving and Relocation Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.

2 **TERM OF CONTRACT:** This Contract shall commence on September 1, 2022 and continue for five (5) calendar years from that date, thru August 30, 2027, unless otherwise terminated by County. This Contract is not renewable.

3 **AUTHORIZATION WARRANTY:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

4 **BREACH OF CONTRACT:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:

A. Afford 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.

B. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.

C. Terminate the Contract for cause immediately without penalty pursuant to Article K, Termination.

5 **CALIFORNIA PUBLIC RECORDS ACT:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

6 **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.

7 **CONFLICT OF INTEREST:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8 **CONFLICT WITH EXISTING LAW:** Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should

the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

9 **CONDITIONS AFFECTING WORK:** Contractor is 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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.

10 **CONTRACTOR BANKRUPTCY/INSOLVENCY:** If Contractor is adjudged bankrupt or has a general assignment for the benefit of its creditors or if a receiver is appointed on account of Contractor's insolvency, County may immediately terminate this Contract for cause pursuant to Article K, Termination.

11 **CONTRACTOR'S EXPENSE:** Contractor is 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. County will not provide free parking for any service in the County Civic Center.

12 **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.

13 **CONTRACTOR'S PROJECT MANAGER:** Contractor's Project Manager, as specified in Article 32 Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.

14 **COUNTY'S PROJECT MANAGER:** County's Project Manager, as specified in Article 32 Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

15 **CONTRACTOR'S RECORDS:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange DPA.

16 **CONTRACTOR PERSONNEL – REFERENCE CHECKS:** Contractor warrants that all persons employed to provide services 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 department issuing this Contract.

17 **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

18 **CONTRACTOR PERSONNEL – UNIFORM/BADGES/IDENTIFICATION:** All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by 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) calendar 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) calendar days prior to any changes to the uniform and/or badges and/or other identification to be worn by employees.

19 **COOPERATIVE CONTRACT - REGIONAL COOPERATIVE AGREEMENT (RCA):** This Contract is a cooperative contract and may be utilized by all County of Orange departments. The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. 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 County of Orange departments and governmental 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.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year

20 **COUNTY OF ORANGE DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

21 **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

22 **DATA – TITLE TO:** All materials, documents, data, reports, information or other materials obtained from County data files or any County medium or furnished by or on behalf of County to Contractor in the performance of this Contract and created, generated or modified by County or by Contractor through the provision of services, including all intellectual property rights in or pertaining to the same, ("County Data") is owned solely and exclusively by County and at all times remains the property of County. To the extent there is any uncertainty as to whether data constitutes County Data, the data in question shall be treated as County Data. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data. Such County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of its duties under this Contract or as specifically directed by County in writing. All County Data, including copies, must be promptly returned to County upon expiration or earlier termination of this Contract.

23 **DEBARMENT:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. County has the right to terminate this Contract for cause pursuant to Article K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment,

declared ineligible or any voluntary exclusion from participation by any state or federal department or agency.

24 **DEFAULT – REPROCUREMENT COSTS:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under this Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by 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 **DRUG-FREE WORKPLACE:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:

A. 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).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Contract:

1. Will receive a copy of the company's drug-free policy statement; and

2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

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 Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. Contractor shall submit to the department assigned DPA 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 County, on its own initiative, has already rendered such a final decision.

2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, 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 Contractor believes County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

27 **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment B shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from 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 Contractor shall show both the emergency purchase order number and the Contract number.

28 **EQUAL EMPLOYMENT OPPORTUNITY:** 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. 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, 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. 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. 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.

29 **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30 **LOBBYING:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

31 **NEWS/INFORMATION RELEASE:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact

from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.

32 **NO THIRD-PARTY BENEFICIARIES:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33 **NOTICES:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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], Project Manager [ADDRESS TBD] [CITY, ST, ZIP TBD] Phone: [TBD] Email: [TBD]
County:	County of Orange [Department TBD] Attn: [TBD], [ADDRESS TBD] [CITY, ST, ZIP TBD] Phone: [TBD] Email: [TBD]@ocgov.com

34 **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.

35 **PRECEDENCE:** The Contract documents consist of this Contract 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 attachments.

36 **PREVAILING WAGE (LABOR CODE §1773):**

a. **THRESHOLD REQUIREMENTS FOR PREVAILING WAGES:** Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

b. **WAGE RATES:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing

rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

c. **APPRENTICESHIP REQUIREMENTS:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

d. **REGISTRATION OF CONTRACTOR:** 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 electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

e. **PREVAILING WAGE AND DIR REQUIREMENT:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- $25,000 for new construction, alteration, installation, demolition or repair
- $15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

f. **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 summary:

i. 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.

ii. 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 Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. 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.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (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 ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars ($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.

vi. 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.

37. **WORK HOUR PENALTY:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight (8) hours per day of not less than 1-1/2 times the basic rate of pay.

38. **APPRENTICES:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

39 **PRICE INCREASE/DECREASE:** No price increases will be permitted during the initial term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) business days advance notice in writing is required to request such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. 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 Contractor's profit are not allowed.

40 **PROMOTIONAL/ADVERTISEMENT:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.

41 **PUBLICATION:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

42 **REPORTS/MEETINGS:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

43 **SUBCONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by 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. County shall look to 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.

44 **TERMINATION – ORDERLY:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provision(s) contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and transfer all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

45 **USAGE:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.

46 **USAGE REPORTS:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user department. The usage report shall be in a format specified by the user department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

47 **WAIVERS - CONTRACT:** The failure of 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown above.

[CONTRACTOR NAME - TBD]*

* If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) 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 signator to bind the corporation.

Print Name	Title
Signature	Date
Print Name	Title
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

Print Name	Title
Signature	Date

ATTACHMENT A

SCOPE OF WORK

I. INTRODUCTION: The County of Orange is comprised of 22 Departments and has approximately 17,500 employees located throughout the County. County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

The purpose of this Solicitation is to establish a contract(s) for Moving and Relocation Services. These Projects may be provided for a County building or between one (1) or more County sites/facilities and will be requested on an as needed basis and usage is not guaranteed.

Contractor is to provide Moving and Relocation Services to various County facilities located throughout the County of Orange. Each Department may have different hours of operations, but all non-urgent services shall be done within each Department regular business hours.

II. DEFINITIONS:

A. **County Coordinator:** County Department assigned project lead. A coordinator will be assigned to each move.

B. **Contractor Performance Evaluation:** This evaluation form is to be completed by County Department after each moving project completed by Contractor. Evaluations will be utilized to monitor performance issues.

C. **Contractor's State License Board (CSLB):** The CSLB protects consumers by regulating the construction industry through policies that promote the health, safety and general welfare of the public in matters relating to construction. CSLB activities include administering examinations to test prospective licensees, issuing licenses, investigating complaints against licensed and unlicensed contractors, issuing citations, suspending or revoking licenses, and seeking administrative, criminal and civil sanctions against violators.

D. **D34 Classification:** The California Code of Regulations, Division 8, Title 16, Article 3. Classification, a prefabricated products/equipment Contractor performs installations of prefabricated products/equipment. For more information, refer to www.cslb.ca.gov.

E. **Design Services**: A plan or drawing produced to show the reconfiguration of existing furniture to ensure that all furniture compliances are met (e.g. ADA Requirements, aisle space, seismic bracing, electrical, etc.). This service shall be used in conjunction with reconfiguration services and must be approved in writing by County Personnel.

F. **Driver:** A person who drives a car, truck or any vehicle. A driver shall be also be part of the moving crew. Driver/Mover & Packer shall be used interchangeably in this Contract.

G. **External Move:** Moves of materials where the process requires utilization of a truck to transport the goods from one location to another. External moves can be to different locations within the same city or to locations beyond County lines. Trucks utilized in this type of move must have an enclosed compartment which will protect materials being moved from water, road, grime, etc.

H. **Installer:** Contractor staff assigned to install and uninstall any prefabricated modular furniture. Contractor must have a current and valid D34 – Prefabricated Equipment Contractor Classification License with the CSLB. ***Prevailing Wages may apply***.

I. **Internal Move:** Moves of materials where the entire process is conducted without utilization of a truck. Internal moves can be to different locations and/or floors within the same building, or to different buildings that share common grounds. A single dispatch charge will be permitted for billing at the rate set forth in Attachment B, Pricing and Compensation.

J. **Lead/Supervisor:** Contractor assigned on-site project lead/Supervisor. Lead/Supervisor shall provide answers to any questions arising during the move, shall have easy access to the main office, and be able to communicate in English.

K. **Mixed Moves:** A move that consists of transporting goods from one (1) location to another location within the same building or different buildings that share common grounds and transporting goods to another location within the County of Orange or beyond. An example of this kind of move would be a department moving from 10th floor to the 3rd floor and moving excess furniture to an offsite storage facility. Trucks utilized in this type of move must have an enclosed compartment which will protect materials being moved from water, road grime, etc.

L. **Modular Furniture:** Prefabricated products/equipment installed by contractor, includes but is not limited to all types of modular office, institutional or home improvement systems including, but not limited to all types of pre-finished and/or UL listed pre-wired wall panels.

M. **Mover:** Contractor staff assigned to moving modular furniture, free standing office furniture, boxes, and other miscellaneous office items. A mover shall also be part of the moving crew. Driver/Mover & Packer shall be used interchangeably in this contract.

N. **Moving Carts**: Equipment used to relocate shelving, books, office equipment, etc.

O. **Packer:** A person that packs boxes, especially someone who prepares and packs for transportation. A packer shall be also be part of the moving crew. Driver/Mover & Packer shall be used interchangeably in this contract.

P. **Project Manager:** A person in overall charge of the planning and execution of a project.

Q. **Used boxes**: Boxes previously used with minimum writing, and wear and tear. These shall be delivered by Contractor only at the request of County Coordinator, at no cost to County, other than delivery and pick up fees. County shall make these boxes available for pickup, by Contractor at his discretion, within two (2) weeks after the completion of the move. Boxes shall be made from recyclable materials.

R. **Reconfiguration Services**: To change or re-arrange the elements or setting of current furniture configuration to meet the changing needs of the County Department. To change the shape of formation of existing furniture. Remodel or restructure existing furniture pieces.

S. **Specialty Moving Services**: Contractor staff assign is expected to perform duties cautiously and with a high degree of understanding of the specific guidelines of the environment. This requires preparation and assessment of what is being requested to move, such as Fossils/Museums Pieces or Centers, Laboratory Facilities, Computer Data Centers, etc.). Higher insurance coverage may be required.

T. **Vehicles:** Any truck, cargo van or vehicle used for transporting or moving purposes.

U. **Warehouse/Storage:** The safekeeping of goods in a depository or space available in a warehouse managed by Contractor. Action or method to store something for future use.

V. **Warehouseman (Storage):** A person who works or is responsible to manage a storage or warehouse facility, duties may include, but not limited to, moving goods, preserving goods and keeping inventory of items in the warehouse. Warehouseman shall only be used for inventory requests.

III. CONTRACTOR RESPONSIBILITIES:

A. General Requirements:

1. Contractor must perform all moving and relocation services, including modular furniture per Cal-OSHA regulations, Department of Industry, Federal, State, and all other applicable laws and regulations, including but not limited to all fire and safety codes.

2. Contractor shall “not” handle and/or relocate/move County computers or copiers, unless requested and approved by County Coordinator.

3. Contractor shall be responsible to brief and prepare their crew staff on the project details prior to arriving to location.

4. Contractor must complete all moving and/or relocation projects as initially quoted. If Contractor cannot complete all work specified in the project estimate for the estimated cost, Contractor shall

communicate to the County Coordinator immediately. County will not pay any amount in excess of project estimate without advance written approval from the County.

5. Contractor shall report all damages caused by mover's actions before leaving premises and the action that will be taken for the replacement/repair of damaged items. Contractor is fully responsible for reimbursement of cost to replace/repair of damaged goods.

6. Contractor shall maintain, at Contractor's expense, a telephone answering system, which at a minimum, provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PST).

7. Contractor shall assign an Account Representative to assist County staff address to place service requests/orders that is monitor from the hours of 8:00 a.m. to 5:00 p.m., as well as a contact name and number for after-hours service requests. Any changes to Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Article 32-Notices.

8. Contractor shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Coordinator. Each Department may have different service needs due to facility organization and/or hours of operations, Contractor shall accommodate requests based on each Facility needs and hours of operation whenever possible.

9. Contractor shall provide vehicles in good working condition and in compliance with all federal, state, and local laws and regulations for operation.

10. Contractor lead/supervisor shall arrive at the moving site as scheduled (on-time) and check-in with assign County Coordinator. If running over 30 minutes late, Contractor shall contact County coordinator and advise of the delay. County Coordinator shall determine if delay requires other arrangements, including rescheduling of project.

11. Contractor shall provide for continuous radio/cellular communication with its supervisors, lead mover, main office, and movers at the point of origin and the point of destination during each move to ensure timely and accurate dissemination of information to County regarding any delays.

12. In the event of inclement weather, Contractor shall ensure that all County property is provided adequate protection. If needed to reschedule due to weather, Contractor shall communicate with County Coordinator immediately. Both Parties must be agreement.

13. Contractor will take all possible precautions necessary to protect source locations, such as floors, floor coverings, walls, elevators, lobbies, loading docks, stairways, doors, and doorjambs, etc., from damage when operating hand trucks, dollies, weight-moving appliances, etc. Any damages to facilities shall be reported immediately to County Site Coordinator and Contractor shall be fully responsible for reimbursement to fix or replace item at full value.

14. Contractor shall furnish, position and maintain all warning devices (i.e., barricades, cones, etc.), as may be required to affect the move and ensure the safety of the public, County and Contractor's workers.

15. Contractor shall have a supply of used boxes (auto-bottom or any other) at their location available for use by the County at no cost to County, other than the dispatch fee for delivery. Boxes emptied after a County move shall be made available for pick-up by the Contractor within two (2) weeks after the move.

16. Contractor retains the right not to pick-up the "used" boxes, with appropriate notification to County. Contractor shall notify County and not charge the County for reused boxes, if Contractor has elected to not pick-up.

17. Contractor shall be responsible for parking and make all necessary arrangements to complete the move. Delivery locations may not have a loading/receiving dock, Contractor must make sure all

parking is pre-arranged with County Coordinator. County is not responsible to provide free parking.

18. Once completed, Contractor shall leave a ticket slip or bill of lading to include, but not limited to, **a.)** Date of scheduled move, **b.)** Name of Department, **c.)** County Coordinator name and phone number, **d.)** List of Contractor's staff classification and corresponding number of total hours per each classification. County reserves the right to have Contractor sign a separate sign-in sheet.

B. Pre-Move Assessment and Quotations:

1. Contractor shall evaluate all moves for requirements and provide a written estimate of the expected cost delineating the equipment, number of movers, and hours required to complete the move.

2. Contractor shall provide a copy of the estimate to the designated County Coordinator and obtain County's written authorization/approval prior to proceeding with the move.

3. Contractor is responsible for inspection of moving sites prior to providing an estimate of the move. Contractor shall provide moving inspections/job walks at no cost to County.

4. Any packing and/or unpacking that shall be done by the Contractor shall be determined and mutually agreed upon during the pre-move walk-through and included in the estimate.

5. In no case where the Contractor has completed a pre-move assessment and provided a written estimate of said move will County pay additional costs exceeding 10% of the written estimate, unless pre-approved by County.

6. During the estimate process, Contractor and County shall identify any "Confidential Records" and must planned its transportation accordingly. At no time shall boxes or vehicles transporting confidential records be left unattended.

7. When moving includes moving of "Confidential Records", Contractor must use a secured method, i.e., padlocked vehicle, etc. while transporting such materials. Contractor shall advise County Coordinator of the proposed method to be used and obtain County approval prior to the move.

IV. PERSONNEL, VEHICLE EQUIPMENT & MATERIALS:

A. Personnel:

1. Contractor personnel shall be trained and licensed appropriately for the work performed. All work performed shall be in accordance with California State Health and Safety Codes and all other applicable laws. Fees associated with said licenses and permits are the sole responsibility of the Contractor.

2. Contractor personnel shall exercise extreme care when packing, loading, transporting and unloading equipment and furniture.

3. Contractor is responsible for furnishing sufficient personnel to accomplish the work in the time indicated on their estimate. If work is not completed within that period and requires Contractor's payment of overtime, the County shall not be liable for reimbursement of Contractor's overtime charges unless prior written approval by County Coordinator is obtained. In addition, overtime shall not accrue due to Contractor's failure to poor planning or provide personnel and equipment at the designated place and time.

4. Contractor shall provide the adequate staff to provide all labor and equipment to perform requested moves as per the specifications on estimate/quote.

5. Contractor personnel shall have been brief and given the details of what the project entails when arrive to the project site and be prepared to execute the project with minimal direction from County, unless otherwise specified by County Coordinator.

6. Contractor personnel shall stay and maintain perimeters within the area of require service and shall not explore other areas without approval by County coordinator.

B. Equipment:

1. Contractor shall provide all equipment necessary to perform both, internal and external, moves or any combination of internal and external moves where the distance between pick-up point and delivery point is within the County of Orange.

2. Contractor must provide all equipment necessary to perform moving and relocation services, including installation services of modular furniture, reconfigurations, de-installations, breakdown and set-up of office furniture and transportation of modular office components built.

3. Contractor shall provide the applicable type and size of vehicle necessary to perform each project and must receive written consent by the requesting Department prior to the start of project.

4. Contractor shall not provide two (2) smaller vehicles (and charge extra) when one (1) large vehicle would be more appropriate or vice versa. When internal move projects are conducted, Contractor will not bill truck rate, only Delivery Fees.

5. Contractor shall provide all materials including blankets/pads, dollys, cargo dollys, used and/or reusable boxes necessary for move at no additional cost to County. Contractor is not required to provide consumable items such as storage boxes, labels, etc.

6. Contractor shall supply and bill for all new materials at the rates set forth in Attachment B, Pricing and Compensation. A delivery fee may apply when boxes are delivered in advance. Boxes emptied after a move shall be made available for pick-up by the Contractor within two (2) weeks after the move.

7. Contractor shall be responsible for any damages that occur during the provision of direct service resulting from a move. Contractor shall reimburse County in full for all/any damages.

C. Materials:

1. Boxes:

a. Contractor shall maintain an adequate supply of new boxes whenever estimating jobs.

b. Contractor shall bill for new boxes at the rates set forth in Attachment B, Pricing and Compensation. Rates shall apply per unit “Each”. All boxes utilized for moves shall be made from recyclable materials.

2. Carts:

a. Contractor must have an adequate supply of carts to relocate books, equipment and materials whenever estimating moving projects.

b. Contractor shall not charge County for carts used by Contractor during moving projects.

c. Projects utilizing 100+ carts may also be requested and may be needed approximately 10% of the time throughout the Contract period.

3. Dispatch fee (Round Trip):

a. Contractor shall only bill the delivery fees (round trip) for:

i. When a move and/or relocation service is projected on a different day than the scheduled moving date and new boxes are required to be delivered in advanced.

ii. For an internal move where the rental of a vehicle is not required. Contractor may charge for a dispatch fee.

V. WAREHOUSE/STORAGE & INVENTORY SERVICES:

A. Warehouse/Storage:

1. Contractor shall offer warehouse/storage services for safekeeping of County property in a depository or guard space available in a warehouse managed by Contractor.

2. Contractor's warehouse/storage facility shall meet all current codes, including fire and safety codes and must have a 24-hour alarm services and closed-circuit video surveillance.

3. Contractor shall either own or lease a warehouse and shall have access throughout the day. This warehouse facility must be separate from other tenants, secured and have the required fire sprinklers. This facility shall be for the storage of all County property or other goods at the request of County.

4. Contractor shall only provide warehouse/storage services at the request of authorized County Personnel. Warehouse/storage charges shall be billed at the rates set forth in Attachment B, Pricing and Compensation and if needed these shall be adjusted accordingly (Daily, weekly, etc.).

B. Inventory Services:

1. Contractor shall have available a warehouse person at Contractor's warehouse/storage facility ready to provide County Coordinator assistance when needing an inventory item report list.

2. Contractor may be required to provide an inventory list of items stored in warehouse at the request of County. A quote of how many hours must be presented and approved by County Coordinator prior to start of project.

3. Contractor shall bill for inventory services at the rates set on Attachment B, Pricing and Compensation under Warehouse person hourly rates. Time shall start upon start of inventory and be rounded to the nearest 1/4 hour. No minimum hour billing shall be allowed for inventory count.

4. County may choose to participate during an inventory count at Contractor's warehouse facility as an observant if requested by authorized County personnel. Contractor shall designate a warehouse person to work and coordinate visit with County Coordinator. Time clock shall start when County Coordinator arrives at facility and ends when leaving facility.

5. Contractor shall provide inventory list within three (3) business days of initial request by County Coordinator. County reserves the right to request for an updated inventory list as needed throughout the term of this Contract.

6. Contractor's inventory list shall include as minimum, but not be limited to: **a.)** Department Name, **b.)** Name and Phone Number of Requestor asking for Inventory, **c.)** Date of Storage, **d.)** Type of Storage (Vault, Pallet, Open Storage), **e.)** Name and phone number of person asking for Inventory, **f.)** Quantities for each item description, **g.)** Each item description in detail, including colors, sizes (measurements) and item materials, **h.)** Listing of any other small office items (connectors, fans, etc.), **i.)** Total number of calendar days in storage and **j.)** Storage address/location. County reserves the right to request additional information at to meet Department needs, at County Coordinator's request.

7. Contractor shall be responsible to retrieve inventory from storage at the request of County Coordinator. When inventory is requested by County Coordinator, Contractor shall pull items no later than three (3) business days from initial request, unless other arrangements are made with County Coordinator.

VI. FLOOR PLAN DRAWING AND RECONFIGURATION SERVICES:

A. Floor Plan Drawing Services:

1. Contractor shall provide floor plan drawing services to re-arrange, reconfigure the elements or setting of existing County modular furniture configuration and office furniture to meet the needs of the County.

2. Contractor shall bill for floor plan drawing services per project, as a flat rate as set forth in Attachment B, Pricing and Compensation, under floor plan drawing services. Floor plan

drawing services shall be requested by authorized County Coordinator. No minimum hour billing shall be permitted.

3. Contractor shall provide floor plan drawings to corresponding County Coordinator for review and approval, prior to starting any project.

4. Floor plan drawing quotes shall be inclusive of all design, space and provide precise cubicle configurations, including electrical needs and exact number of electrical circuits required for proper operation of electrical equipment to be used within the furniture.

B. Reconfiguration Services:

1. Contractor shall provide reconfiguration services on existing free-standing furniture to the County at the request of County Coordinator. Reconfiguration work may involve de-installing and re-installing modular furniture on the same floor, between floors, or in different buildings.

2. Contractor shall conduct a field study for site measurements for Contractor shall have the ability to review floor plan drawings for completeness, accuracy and proper application of product. Review plans to determine quantity of each panel connection, hinge condition, two-way, three-way or four-way connection.

3. Contractor shall perform reconfiguration services during regular business hours as requested per County Coordinator, unless other arrangements are made or required by County Coordinator.

4. Contractor and County shall coordinate and store and keep inventory of any excess furniture that has been left from a reconfiguration at either contractor's warehouse or another location determined by County.

5. Contractor shall be responsible for the removal and safe disposal of all packing material from County locations.

6. Contractor shall be solely responsible for all damages to the installed product, as well as any additional County property, which may incur damage as a result of installation services.

7. Contractor shall be responsible to coordinate delivery of product to new location and schedule with County Coordinator time of delivery and installation, to include but not be limited to: **a.)** Scheduling of dock Use (if needed); **b.)** Scheduling of elevator use (to minimize work schedules); **c.)** Installation start and estimated completion date; **d.)** Number of personnel needed to perform project; **e.)** Total number of hours needed to complete job; and **f.)** Any additional service that may be required to perform the moving and relocation services as per Attachment A, Scope of Work.

VII. SPECIALTY MOVING SERVICES:

A. Contractor may be asked to provide "Specialty Moving Services" under this Contract. This shall be billed at the rates set forth in Attachment B, Pricing and Compensation, Pricing "Specialty Services".

B. Contractor shall coordinate and meet with respective Department County Coordinator to discuss and assess specialty project. County Coordinator shall approve the move project to be processed under "Specialty Moving Services" rates

C. Contractor shall provide a quote listing all labor and materials required for the "Specialty Moving Services" to include, but not limited to, as follows:

Quote Process:

1. Contractor(s) shall provide a quote for specialty projects at the hourly rates set forth in Attachment B, Pricing and Compensation.

2. Contractor(s) shall write detailed information on all quotes, minimum but not be limited to: **a.)** Department Name, **b.)** Quote/Estimate Number, **c.)** Quote Date **d.)** County employee full name requesting quote/estimate **e.)** Quantities of items, **f.)** Description of project, **g.)** Details description of what is required, **h.)** Estimated Time of Project for each line item, **i.)** Pricing shall be listed as MSRP/List Price, minus percentage discount and net price for each item listed on quote, **j.)**

Extended dollar amount (if applicable) **k.)** Taxes: Federal, State sales tax or any other fee as regulated by any government entity or committee, as applicable.

3. County Departments shall coordinate, process and approve quotes respectively. No further approval from CPO is required.

D. Specialty services may require additional insurance, Contractor shall work individually with each County Department to provide additional insurance as required per project. If Contractor is unable to provide the additional insurance as required for the specific project quoted, County reserves the right to go outside this Contract for those services. It is the responsibility of each County Department to obtain the additional insurance as required per project requested.

VIII. **SECURITY REQUIREMENTS:** The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractor and their employees who perform services in these facilities will be required to strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

A. Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the Contract Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

B. Contractor shall prepare and submit a Security Clearance form to the Contract Coordinator for all persons who will be working on or who will need access to secured facilities.

C. Security Clearance forms shall be submitted at least five (5) business days prior to the start of work or prior to the use of any person subsequent to the start of work.

D. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

E. No person shall be employed on this work who has not received prior clearance from the Probation Department and/or Sheriff's Department.

F. The County, the Probation Department and the Sheriff's Department are <u>not</u> under any obligation to give a reason clearance is denied.

G. The Contractor shall be responsible to sign in with the Contract Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

1. Do not give names or addresses to internees.
2. Do not receive any names or addresses from internees.
3. Do not disclose the identity of any internee to anyone outside the facility.
4. Do not give any materials to internees.
5. Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

H. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

I. All vehicles parked on-site shall be locked and thoroughly secured at all times.

J. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the **a.)** security staff or Control in secured detention facilities or **b.)** the escort or Control in Sheriff's facilities.

K. Personnel shall not smoke or use profanity or other inappropriate language while on-site.

L. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

M. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

N. Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the Contract Coordinator unless otherwise directed and shall direct all inquiries or requests to the Contract Coordinator.

ATTACHMENT B

PRICING AND COMPENSATION

(COMPLETE THIS SECTION AND SUBMIT AS PART 3 OF PROPOSAL)

I. **COMPENSATION:** This is a fixed fee Contract between County and Contractor for Moving and Relocation Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements 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 Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Articles "C" – Amendments and "P" – Changes of County's General Terms and Conditions.

II. **PRICING**: Hourly rate shall include all operational and administrative costs, such as labor, overhead, preparation/set up fees, profits, tools, standard moving equipment, and all other costs associated with providing the services described herein. Business hours are Monday thru Friday (M-F), from 8:00 AM to 5 PM. All other hours shall be billed as after hours, Weekend and/or holiday (A-W-H) rates.

A. **Personnel:** Billing shall start at the time of arrival onsite, ready to start project; no minimum charges are permitted. Time will be rounded to the nearest 1/4 hour.

ITEM	CLASSIFICATION	HOURS	YEARS 1-2-3	YEARS 4-5
			HOURLY RATE	HOURLY RATE
1.	DRIVER	M-F	$	$
		A-W-H	$	$
2.	MOVER	M-F	$	$
		A-W-H	$	$
3.	PACKER	M-F	$	$
		A-W-H	$	$
4.	INSTALLER (NON-PREVAILING WAGES)	M-F	$	$
		A-W-H	$	$
5.	INSTALLER (PREVAILING WAGES)	M-F	$	$
		A-W-H	$	$
6.	LEAD/SUPERVISOR	M-F	$	$
		A-W-H	$	$
7.	PROJECT MANAGER	M-F	$	$
		A-W-H	$	$

***Holiday/Overtime Definition:** Holiday schedule shall be paid based on Contractor's holidays. Overtime is described as over 40 hours per week. (County work week as defined by County). Overtime rates will only be paid with prior approval by the County. County of Orange may operate under different shifts, such as 8-hour shifts, five (5) days a week (40 hours) and/or 10-hour, four (4) days per week (40 hours).

Overtime rate shall be paid based on County normal business hours of operations, 8-hour shifts, five (5) days a week or 10-hour shifts, four (4) days a week. Contractor shall bill accordingly, if Contractor is notified in advanced that hours of operations is 4-days10 hour shifts, then billing should be normal hours, unless it exceeds (40 hours a week). Overtime will be paid for holidays unless other arrangements are made.

B. **Vehicle Equipment:** Contractor(s) vehicle equipment rates must be inclusive of all vehicle related expenses, such as mileage, fuel, fuel surcharges, etc.

ITEM	DESCRIPTION	U/M DESCRIPTION	YEARS 1-2-3 RATES	YEARS 4-5 RATES
1.	PACKED/CARGO VAN	4 HOURS OR LESS	$	$
		FULL DAY	$	$
2.	16' TRUCK	4 HOURS OR LESS	$	$
		FULL DAY	$	$
3.	16' TRUCK	4 HOURS OR LESS	$	$
		FULL DAY	$	$
4.	24' TRUCK	4 HOURS OR LESS	$	$
		FULL DAY	$	$

C. **Boxes:** Please submit additional sheets listing all other supplies available for these services.

ITEM	BOX DIMENSION IN INCHES	ALTERNATIVE	U/M	YEARS 1-2-3 RATES	YEARS 4-5 RATES
1.	17 X 12.5 X 12.5		EACH	$	$
2.	15 X 13 X 13		EACH	$	$
3.	22 X 12.5 X 12.5		EACH	$	$
4.	18 X 18 X 16		EACH	$	$
5.	18 X 18 X 30		EACH	$	$
6.	AUTO-BOTTOM CARTONS STANDARD (NO TAPE REQUIRED)		EACH	$	$
7.	LABELS		PACK	$	$
8.	E-CRATES		EACH	$	$

D. **Carts:** Cart Rate is only applicable when County keeps the carts after move project is completed.

ITEM	ITEM DESCRIPTION	U/M	YEARS 1-2-3 RATES	YEARS 4-5 RATES
1.	3 SHELF (OR COMPARABLE)	PER DAY	$	$
		PER WEEK	$	$
2.	6 SIDED (OR COMPARABLE)	PER DAY	$	$
		PER WEEK	$	$

E. **Dispatch Fee**: For delivery of boxes in advanced of move project or for internal moves only.

ITEM	DESCRIPTION	U/M	YEARS 1-2-3 FLAT FEE	YEARS 4-5 FLAT FEE
1.	DISPATCH FEE	ROUND TRIP		

F. **Other additional supplies:**

ITEM	ITEM DESCRIPTION	U/M	YEARS 1-2-3 RATES	YEARS 4-5 RATES
1.	BUBBLE WRAPS – 250' CLEAR ROLL	ROLL	$	$
2.	STRETCH WRAP	ROLL	$	$
3.	FORKLIFT	HALF DAY	$	$
		FULL DAY	$	$

G. **Warehouse/Storage:**

ITEM	STORAGE DESCRIPTION	YEARS 1-2-3 MONTHLY RATE	YEARS 4-5 MONTHLY RATE
1.	VAULT (6' X 7' X 7' CONTAINERS)	$	$
2.	PALLET STORAGE (42"X48" OR 48"X48") – 4' HIGH MAX	$	$
3.	OVERFLOW/OPEN STORAGE (PER SQUARE FOOT)	$	$
4.	STORAGE PODS (INCLUDES DELIVERY FEES)	$	$

H. **Inventory Services:**

ITEM	STORAGE DESCRIPTION	UOM	YEARS 1-2-3 RATE	YEARS 4-5 RATE
1.	WAREHOUSE PERSON (INVENTORY PURPOSES)	HOURLY	$	$

I. **Floor Plan Drawing (For reconfiguration Services)**

ITEM	DESCRIPTION	UOM	YEARS 1-2-3 RATE	YEARS 4-5 RATE
1.	FLOOR PLAN DRAWING SERVICES (FOR RECONFIGURATION SERVICES)	PER PROJECT	$	$

J. **Specialty Projects - Floor Plan Drawing (For reconfiguration Services)**

ITEM	CLASSIFICATION	HOURS	YEARS 1-2-3 HOURLY RATE	YEARS 4-5 HOURLY RATE
1.	SPECIALTY STAFF	M-F	$	$
		A-W-H	$	$
2.	LEAD/SUPERVISOR	M-F	$	$
		A-W-H	$	$

III. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

IV. **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 du ring the term of this Contract not otherwise specified and provided for within this Contract.

V. **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.

VI. **PAYMENT TERMS:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

VII. **INVOICE INSTRUCTIONS:** Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

A. Contractor's name and address;

B. Contractor's remittance address if different from above;

C. Name of County Department;

D. Contract number must be referenced on all invoices;

E. Service date(s) – Month of Service;

F. Service description, including job classifications and hourly rates;

G. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN);

H. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. 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.

Please send invoices according to the instructions by each Department.

VIII. **ELECTRONIC FUNDS TRANSFER:** The County of Orange offers Contractors 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 an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C

STAFFING PLAN

(REFER TO PART 3: RESPONDENT'S PROPOSAL)

I. KEY PERSONNEL

Name	Title	Years of Experience	Length of Time with Firm

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

II. SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

EXHIBIT I

COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS

I. To participate as an OCLSB the following requirements must be met:

a. A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

b. Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at OCLSBverify.com, search their legal company/business name in the County's database and print the OCLSB Certification.

i. Business name shall match the Company Legal Name specified on the Company Profile.

c. OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.

d. Complete and sign the OCLSB Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OLSB.

II. To participate as a DVBE the following requirements must be met:

a. A business must be certified with DGS as a DVBE - https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

b. DVBE certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of the contract award. County reserves to right to verify and/or reject incomplete documents.

c. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the DVBE Certification are required and must be returned with the solicitation response in order to complete as a DVBE.

III. OCLSB or DVBE Preference provides for the following:

a. Invitation for Bid – IFB

When the lowest bidder is not an OCLSB or DVBE, the sole lowest certified OCLSB or DVBE within five percent (5%) of the lowest bidder shall be given the opportunity to price match the lowest bid. To participate in either preference policy, the sole lowest qualified OCLSB or DVBE must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County. If two or more OCLSBs or DVBEs have tied bids within the 5%, the County shall request best and final bids from each OCLSB or DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.

b. Request for Proposal - RFP

An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB or DVBE to obtain the final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.

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

a. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%. The separate OCLSB/DVBE preferences shall not be applied.

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

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

(1) Local Business requirements:
a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
b) has:
i. a business address located in the County of Orange that is not a post office box, or
ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

(2) Small Business requirements:
a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

DVBE Certification Requirements: To be certified as a Disabled Veteran Business Enterprise, a business must meet the following requirements:

(1) Must be certified as a DVBE by the State of California Department of General Services (DGS); and,

(2) DGS DVBE requirements must be valid at the time of bid/proposal submittal.

Please specify one or both preferences that apply to your business by checking below:
☐ OCLSB ☐ DVBE

I, certify that _____, (legal company/business name) is certified as an OCLSB and/or DVBE and currently meets the respective Certification Requirements set forth above.

_____ _____
Print Name Title

_____ _____
Authorized Signature Date

Please check one or both below:
☐ OCLSB Certificate attached ☐ State of California DVBE Certification attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:

EXHIBIT II

FORM 587 – NONRESIDENTIAL WITHHOLDING

TAXABLE YEAR **2021**

Nonresident Withholding Allocation Worksheet

CALIFORNIA FORM **587**

The payee completes this form and returns it to the withholding agent. The withholding agent keeps this form with their records.

Part I Withholding Agent Information

Withholding agent's name

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP code

Part II Nonresident Payee Information

Payee's name | ☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) | State | ZIP code

Nonresident payee's entity type: (Check one)

☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company (LLC) ☐ Estate or trust

Part III Payment Type

Nonresident payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides goods and services in California (see Part IV, Income Allocation)

☐ Provides services within and outside California (see Part IV, Income Allocation)

☐ Other (Describe)_____

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total payments
1 Goods and services:			
Goods/materials (no withholding required)			
Services (withholding required)			
2 Rents or lease payments			
3 Royalty payments			
4 Prizes and other winnings			
5 Other payments			
6 Total payments subject to withholding. Add column (a), line 1 through line 5			

Nonresident withholding threshold amount: $1,500.00

Backup withholding threshold amount: $0.00

Certification of Nonresident Payee

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to **ftb.ca.gov/forms** and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Sign Here

Print or type payee's name	Telephone
Payee's signature X	Date
Print or type representative's name and title	Telephone
Authorized representative's signature X	Date

7041213 Form 587 2020

EXHIBIT II

FORM 590 – WITHHOLDING EXEMPTION CERTIFICATE

TAXABLE YEAR [redacted] CALIFORNIA FORM

2021 Withholding Exemption Certificate **590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name ☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.) State ZIP code

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to **ftb.ca.gov/forms** and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone _____

Payee's signature ▶ _____ Date _____

[redacted] 7061213 Form 590 2020 [redacted]

EXHIBIT III

NON-COLLUSION AFFIDAVIT

(To be executed by proposer and submitted with proposal)

State of California)

)

County of Orange)

Representative _____, being first duly sworn, deposes

(Name)

and says that he or she is _____ of

(Title)

_____, the party/proposer making the foregoing proposal.

(Firm/Vendor)

Representative affirms each of the following:

1. Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. Proposal is genuine and not collusive or a sham.
3. Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal.
4. Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham bid.
5. Proposer has not directly or indirectly induced or solicited anyone to refrain from submitting a proposal.
6. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer or proposal.
7. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of its own proposal price, or of that of any other proposer.
8. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to secure any advantage against the public body awarding the contract.
9. Proposer has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham proposal.
10. All statements contained in the proposal are true.

NON-COLLUSION AFFIDAVIT (CONTINUED)

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

(Signature)

Subscribed at:

_____

(City) (County) (State)

on _____,_____

NOTARY TO AFFIX SEAL

AND CERTIFICATE OF ACKNOWLEDGMENT

_____

(Signature)

_____

(State License No.) (Classification) (Exp. Date)

_____

(Address)

_____

(City, State, Zip Code)

_____

(Telephone) (Fax)

Question and Answers for Bid #RFP 017-2196503-RE - MOVING AND RELOCATION SERVICES

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 8, 2022 2:00:00 PM PDT