

COUNTY OF ORANGE

SHERIFF-CORONER



INVITATION FOR BID (IFB)

FOR

CAR RENTAL SERVICES

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IFB No. 060-2748706-OP



County of Orange  
Sheriff-Coroner  
Procurement Services  
320 N. Flower Street  
Santa Ana, CA  
92703

**BID MUST BE RECEIVED ON OR  
BEFORE**

**Friday, January 24, 2025**

**4:00 pm**

**SCHEDULE OF ACTIVITIES**

<b>Release Project Date</b>	December 27, 2024
<b>Question Submission Deadline</b>	January 10, 2025, 4:00pm
<b>Bid Submission Deadline</b>	January 24, 2025, 4:00pm

*\*\*This is a proposed schedule that is subject to change. Any changes to the schedule for the IFB process will be issued to all Bidders via addenda on County's online bidding system <https://procurement.opengov.com/portal/ocgov> \*\**

## **SECTIONS**

- SECTION 1. SUMMARY
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- SECTION 8. ELECTRONIC FUND TRANSFER (EFT)
- SECTION 9. OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS

Attachments:

A - Revised Model Contract - Car Rental Services

## **SECTION 1. SUMMARY**

The County of Orange, Sheriff-Coroner, (hereinafter referred to as County) is requesting competitive bids from qualified vendors (hereinafter referred to as Bidder) for Car Rental Services. The awarded Contract, (hereinafter referred to as Contract) will be between the County and awarded Bidder, (hereinafter referred to as Contractor) in accordance with the model contract terms, conditions and scope of work. This is a fully electronic solicitation – only electronic bids submitted through the County’s online bidding system will be allowed; no other form of bid submittals will be accepted. Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the model contract and any solicitation attachments and/or exhibits.

## **SECTION 2. SCOPE OF WORK**

### **2.1 CAR RENTAL SERVICES**

Contractor shall provide the following car rental services to County as follows:

- 1.01 Contractor shall maintain the confidentiality of its records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter amended or charges. All records and information concerning all persons referred to the Contractor by the County shall be considered confidential and kept confidential by the Contractor and the Contractor’s staff, agents, and employees.
- 1.02 Contractor shall provide a minimum of 10 mid full-size cars; minimum of 7 minivans, minimum of 10 Sports Utility Vehicles/Crossovers, and minimum of 5 (extended full cab) trucks for each authorized detail/department requesting vehicles, as more specifically identified in Attachment B, “Compensation and Pricing Provision”.
- 1.03 All Contractor’s vehicles must be of newer model (year 2023 or newer) with low mileage (5,000 miles or less), 6-8 cylinder engines (or 4 cylinder fuel injected engines upon prior approval by the County’s requesting detail/department of the makes and models ), front and back air conditioning, power windows, power door locks and AM/FM radio with tinted windows all around.
- 1.04 Contractor’s fleet must have sufficient vehicles such that if any vehicle rented under this contract becomes disabled it may be immediately replaced with a similar vehicle that meets the specifications defined above. Contractor shall have a location within a 5-mile radius of the Santa Ana Civic Center to meet the County’s emergency needs for replacement of vehicles.
- 1.05 Contractor’s fleet must have sufficient vehicles to allow for immediate and unlimited exchange of vehicles as requested by County. The County shall be able to exchange each vehicle rented under this contract for a similar vehicle that meets the specifications defined above for minimum of three (3) times per month (excluding

exchanges made for mechanical/body damage and/or problems). Once a vehicle reaches 20,000 driven miles by the County it shall be exchanged.

- 1.06 Rental rates shall include all scheduled and unscheduled maintenance and repairs including but not limited to brakes repair/replacements and tire replacements.
- 1.07 Contractor shall provide emergency roadside assistance for disabled vehicles. This shall include vendor delivered replacement vehicles (or allow driver to respond to nearest rental location for a replacement vehicle) to location of disabled vehicle within a one (1) hour period if the vehicle becomes disabled during normal working hours defined as Monday through Friday 8:00 a.m. to 5:00 p.m. or within one (1) hour of the start of business the next business day in the event the vehicle becomes disabled when the business is closed.
- 1.08 Contractor's vehicles shall be in good mechanical and body condition, including but not limited to all side/rear mirrors affixed, doors and windows working, radio/cigarette lighter working and dashboard gauges operational.
- 1.09 Each vehicle provided by Contractor shall include a tire jack that is in good working order and spare tires in good condition.
- 1.10 All Contractor's vehicles shall meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for use on highways in the State of California.
- 1.11 Contractor shall offer unlimited free mileage for all vehicle rentals under this contract.

## **2. AVAILABILITY OF VEHICLES:**

Contractor shall guarantee availability of vehicles under this contract. Failure to provide the exact items requested within four (4) days of initial request is grounds for termination of the Contract pursuant to the General Terms and Conditions of this Contract, Paragraph 11.

## **3. DAMAGE TO VEHICLES**

The County shall be responsible for all damages to Contractor's vehicle and any other liability directly caused by a County employee while in possession of the vehicle under this Contract.

Contractor shall be responsible for all incidental damages to vehicles while in County's possession under this Contract up to \$1,000. Incidental damages shall include, but are not

limited to, scratches on the vehicles, broken windshields and minor dents not directly caused by a County employee.

Contractor shall be responsible for all damages directly caused by a third-party and shall be responsible for seeking reimbursement from the third-party or his/her insurer for those damages.

Contractor may seek reimbursement from County for damages as specified above by filing a “Claim for Money or Damages” (see Exhibit A, Claim for Money or Damages Against The County of Orange) with the Orange County Clerk of the Board of Supervisors.

Contractor shall provide the following vehicle make and model or similar:

<b>SEDANS</b>		
<b>Item No.</b>	<b>Make</b>	<b>Model</b>
1	Buick	Regal
2	Chevrolet	Camero
3	Ford	Mustang
4	Honda	Civic (hybrid)
5	Honda	CR-V
6	Honda	Pilot
7	Hyundai	Sonata
8	Kia	Optima
9	Mitsubishi	Galant
10	Nissan	Altima
11	Nissan	Maxima
12	Nissan	Versa
13	Toyota	Camry
14	Toyota	Prius (hybrid)
15	Toyota	Venza
<b>Sport Utility Vehicle/Crossover</b>		
16	Buick	Enclave
17	Dodge	Durango
18	Chevrolet	Equinox
19	Chevrolet	Chevrolet Suburban
20	Chevrolet	Chevrolet Tahoe
21	Chevrolet	Chevrolet Traverse
22	Ford	Ford Edge
23	Ford	Ford Escape
24	Ford	Ford Expedition
25	Ford	Ford Explorer
26	GMC	Acadia

27	GMC	Terrain
28	GMC	Yukon
29	GMC	Yukon XL
30	Hyundai	Palisade
31	Hyundai	Santa Fe
32	Hyundai	Tucson
33	Jeep	Compass
34	Jeep	Grand Cherokee
35	Jeep	Patriot
36	Jeep	Renegade
37	Jeep	Wagoneer
38	Kia	Sorento
39	Kia	Sportage
40	Kia	Telluride
41	Mazda	CX-5
42	Nissan	Armada
43	Nissan	Murano
44	Nissan	Pathfinder
45	Nissan	Rogue
46	Toyota	4-Runner
47	Toyota	Highlander
48	Toyota	Rav-4
49	Toyota	Sequoia
<b>MINIVANS</b>		
50	Chrysler	Pacifica
51	Chrysler	Voyager
52	Ford	Transit
53	Honda	Odyssey
54	Kia	Carnival
55	Ram	Cargo Van
56	Toyota	Sienna
<b>TRUCKS</b>		
57	Chevrolet	Colorado
58	Chevrolet	Silverado
59	Dodge	Ram 1500
60	Ford	F-150, 4 Door
61	GMC	Canyon
62	GMC	Sierra
63	Nissan	Frontier (Crew Cab)
64	Nissan	Titan
65	Toyota	Tacoma
66	Toyota	Tundra

Rental shall be on a month-to-month basis.

24ft. Box Truck with liftgate \$----\_\_\_\_\_per day plus tax (100 miles per day and 500 miles per week shall be included). Additional miles at \$\_\_\_\_\_ per mile. (Box Truck with side door, next day pick-up)

Daily Rate (less than one month): The daily rate for any of the above listed cars shall be prorated; rate per month divided by 30 days.

List all locations/facilities where services and vehicles shall be available:

**SECTION 3. PRICING - Rental shall be on a month-to-month basis.**

**SEDANS**

Item No.	Make	Model	Monthly Rate
1	Buick	Regal	
2	Chevrolet	Camero	
3	Ford	Mustang	
4	Honda	Civic (hybrid)	
5	Honda	CR-V	
6	Honda	Pilot	
7	Hyundai	Sonata	
8	Kia	Optima	
9	Mitsubishi	Galant	
10	Nissan	Altima	
11	Nissan	Maxima	
12	Nissan	Versa	
13	Toyota	Camry	
14	Toyota	Prius (hybrid)	
15	Toyota	Venza	

**SPORTS UTILITY VEHICLE/CROSSOVER**

<b>Item No.</b>	<b>Make</b>	<b>Model</b>	<b>Monthly Rate</b>
16	Buick	Enclave	
17	Dodge	Durango	
18	Chevrolet	Equinox	
19	Chevrolet	Chevrolet Suburban	
20	Chevrolet	Chevrolet Tahoe	
21	Chevrolet	Chevrolet Traverse	
22	Ford	Ford Edge	
23	Ford	Ford Escape	
24	Ford	Ford Expedition	
25	Ford	Ford Explorer	
26	GMC	Acadia	
27	GMC	Terrain	
28	GMC	Yukon	
29	GMC	Yukon XL	
30	Hyundai	Palisade	
31	Hyundai	Santa Fe	
32	Hyundai	Tucson	
33	Jeep	Compass	
34	Jeep	Grand Cherokee	

Item No.	Make	Model	Monthly Rate
35	Jeep	Patriot	
36	Jeep	Renegade	
37	Jeep	Wagoneer	
38	Kia	Sorento	
39	Kia	Sportage	
40	Kia	Telluride	
41	Mazda	CX-5	
42	Nissan	Armada	
43	Nissan	Murano	
44	Nissan	Pathfinder	
45	Nissan	Rogue	
46	Toyota	4-Runner	
47	Toyota	Highlander	
48	Toyota	Rav-4	
49	Toyota	Sequoia	

### MINIVANS

Item No.	Make	Model	Monthly Rate
50	Chrysler	Pacifica	
51	Chrysler	Voyager	
52	Ford	Transit	
53	Honda	Odyssey	

Item No.	Make	Model	Monthly Rate
54	Kia	Carnival	
55	Ram	Cargo Van	
56	Toyota	Sienna	

### TRUCKS

Item No.	Make	Model	Monthly Rate
57	Chevrolet	Colorado	
58	Chevrolet	Silverado	
59	Dodge	Ram 1500	
60	Ford	F-150, 4 Door	
61	GMC	Canyon	
62	GMC	Sierra	
63	Nissan	Frontier (Crew Cab)	
64	Nissan	Titan	
65	Toyota	Tacoma	
66	Toyota	Tundra	

### 24FT BOX TRUCK

Item No.	24 ft. Box Truck	Unit of Measure	Per day plus tax
67	24ft. Box Truck with liftgate \$_____per day plus tax (100 miles per day and 500 miles per week shall be included). Additional miles at \$_____ per mile. (Box Truck with side door, next day pick-up)	each	

### LOCATION/FACILITIES

Line Item	Description	Unit of Measure	Unit Cost
68	Please upload a list of all locations/facilities where services and vehicles shall be available.	each	

**SECTION 4. VENDOR QUESTIONNAIRE**

**4.1 BID VALIDITY: \***

Bids will be valid for a period of 365 days after IFB closing date.

Please confirm

\*Response required

**4.2 COMPANY PROFILE, REFERENCES BIDDER CERT**

**4.2.1 Company Legal Name:\***

\*Response required

**4.2.2 Company Legal Status (Corporation, Partnership, Sole Proprietor, etc.):\***

\*Response required

**4.2.3 Business Address:\***

\*Response required

**4.2.4 Telephone No:\***

\*Response required

**4.2.5 Facsimile Number:\***

\*Response required

**4.2.6 E-mail Address:\***

\*Response required

**4.2.7 Length of time the firm has been in business:\***

\*Response required

**4.2.8 Length of time at current location:\***

\*Response required

**4.2.9 Is your firm the sole proprietor doing business under a different name:\***

Yes

No

\*Response required

When equals "Yes"

**4.2.10 If yes, please indicate sole proprietor's name and the business name:\***

\*Response required

**4.2.11 Is your firm incorporated:\***

- Yes
- No

\*Response required

When equals "Yes"

**4.2.12 If yes, State of Incorporation:\***

\*Response required

**4.2.13 Federal Taxpayer I.D. No:\***

\*Response required

**4.2.14 D-U-N-S® No:\***

*\*County requires a valid D-U-N-S® number prior to Contract Award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S® number, please indicate so in your proposal/bid submission response.*

\*Response required

**4.2.15 UEI No\***

The County requires a valid UEI number prior to Contract Award. Your company may obtain one at no cost at <https://sam.gov/entity-registration>.

\*Response required

**4.2.16 Regular Business Hours:\***

\*Response required

**4.2.17 Regular Holidays and Hours when business is closed:\***

\*Response required

**4.2.18 Contact person in reference to this solicitation:\***

- Contact Full Name:
- Telephone No:
- Facsimile Number:
- E-mail Address:
- Cell or Pager Number:

\*Response required

**4.2.19 Name of Service Manager:\***

- Contact Full Name:
- Telephone No:
- Facsimile Number:

- E-mail Address:
- Cell or Pager Number:

\*Response required

**4.2.20 Contact Person for Accounts Payable:\***

- Contact Full Name:
- Telephone No:
- Facsimile Number:
- E-mail Address:
- Cell or Pager Number:

\*Response required

**4.2.21 Information Technology Contact:\***

- Contact Full Name:
- Telephone No:
- Facsimile Number:
- E-mail Address:
- Cell or Pager Number:

\*Response required

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

- Name of Contact individual during non-business hours:
- Telephone No:
- Facsimile Number:
- E-mail Address:
- Cell or Pager Number:

\*Response required

**4.2.23 References (minimum 3)\***

Please Provide the following information for at least three (3) references:

Contractor shall submit at least three (3) references or letter of references where similar work of similar size is currently in process or recently completed. References must cover commodities or services performed by your

company within the past ten (10) years. Include name of firm, phone, and name of the contact person, a brief work/project description, and completion date. These references will be checked and could affect the award of the Contract. References shall not be provided for department conducting the solicitation.

- Firm Name:
  
- Address:
  
- Contact Person:
  
- Phone Number:
  
- Email Address:
  
- Contract Description:
  
- Contract Term:
  
- Contract Amount:

\*Response required

#### **4.3 BIDDER CERTIFICATION**

##### **4.3.1 Conflict of Interest\***

Bidder must certify either Yes or No below:

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

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

**\*Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency**

Yes

No

\*Response required

When equals "Yes"

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

\*Response required

**4.3.3 Litigation\***

Bidder must certify either Yes or No below:

Bidder certifies current/past litigation as follows:

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

Yes

No

\*Response required

When equals "Yes"

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

\*Response required

**4.3.5 Name/Ownership Changes:\***

Respondent must certify either Yes or No below:

- A. (Yes) Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:
  - 1. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
- B. (No) Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

Yes

No

\*Response required

When equals "Yes"

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

\*Response required

**4.3.7 Statement of Compliance\***

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

Yes

No

\*Response required

When equals "No"

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

\*Response required

**4.3.9 Financial Status\***

- A. Bidder shall indicate whether its principals, directors, or majority shareholder(s), or any company Bidder has held a controlling interest in, or which has held a controller interest in Bidder, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attach statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

No action pending

No prior action

Information Attached

No Action Pending

No Prior Action

Information attached

\*Response required

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

To participate as an OCLSB and/or DVBE, the requirements in the [OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS](#) must be met.

Yes

No

\*Response required

When equals "Yes"

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

Please download the below documents, complete, and upload.

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

\*Response required

**4.3.12 The Levine Act: County of Orange Campaign Contribution Disclosure\***

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

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

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

\*Response required

**4.3.13 Certification Regarding Debarment \***

Please download the below documents, complete, and upload.

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

\*Response required

**4.3.14 Contractor Safety\***

Contractor shall comply with [County's Safety and Loss Prevention Policy and Procedure #306 \("Contractor Safety Responsibilities"\)](#) and submit a copy of its Injury and Illness Prevention

Program (IIPP) and [Contractor Safety-Activity Checklist](#) to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the Safety-Activity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

\*Response required

#### **4.3.15 Safety Data Sheets (SDS)\***

Contractor is required to provide a Safety Data Sheet (SDS) compliant with California Code of Regulations, Title 8, Section 5194, for each hazardous substance that is provided, used or created as part of the goods or services provided by Contractor to County. The SDS for each substance must be sent to either the County Project Manager, as specified in the “Notices” provision of this Contract, or to the place of shipment or provision of goods/services.

\*Response required

#### **4.3.16 CONFIRM YOUR ENTITY IS ACTIVE AND CURRENT WITH ALL REGISTRATION STATUS REQUIREMENTS BELOW.\***

The following checks will be conducted during the County’s compliance review: • The State of California Department of Justice requires charitable organizations to comply with the Office of the Attorney General’s registration and reporting requirements at <https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>. • The County requires active registration on: o Duns & Bradstreet (<https://www.dnb.com/duns/get-a-duns.html>) o California Secretary of State (<https://bizfileonline.sos.ca.gov>) o System for Award Management (<https://sam.gov/content/home>),

- Yes
- No

\*Response required

### **SECTION 5. GENERAL INFORMATION**

#### **5.1 IMPORTANT NOTICE**

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

## 5.2 COMMUNICATION

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

All questions regarding this IFB must be submitted via the County's eProcurement Portal at: <https://procurement.opengov.com/portal/ocgov>.

## 5.3 CLARIFICATION/INTERPRETATION

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

**All questions or requests for interpretation must be received by Friday, January 10, 2025 before 4:00 pm.**

## 5.4 BID VALIDITY

Bids will be valid for a period of 365 days after IFB closing date.

## 5.5 IMPORTANT DATES

These dates only apply to IFB# 060-2748706-OP

Release Project Date:	December 27, 2024
Question Submission Deadline:	January 10, 2025, 4:00pm
Bid Submission Deadline:	January 24, 2025, 4:00pm

## 5.6 LOBBYISTS

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

### ORANGE COUNTY BOARD OF SUPERVISORS AND COUNTY AGENCY OFFICERS

#### Board of Supervisors

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

**County Agency Officers**

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

**SECTION 6. GENERAL INSTRUCTIONS**

**6.1 REVIEW**

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

**6.2 RESPONSIVENESS**

Responsive bids shall include completed submittals/attachments provided in the [VENDOR QUESTIONNAIRE](#).

**6.3 BID SUBMISSION**

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

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

## 6.4 AWARD

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

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

## 6.5 PRICING

- A. **Bid Prices:** The bid prices quoted on this solicitation shall be firm for the entire contract term of the awarded Contract.
- B. **Addenda:** Bid prices offered shall reflect all addenda issued by County.
- C. **Scope of Work:** Bids shall be submitted only for the items and/or services as stated in the Scope of Work, Attachment A of Model Contract; bids for other than the items and/or services listed will not be considered.
- D. **Firm Prices:** The County will only consider firm price bids.
- E. **Profit:** The net amount of profit will remain firm for the entire term of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
- F. **Price Decreases:** All price/rate decreases will automatically be extended to the County. Please reference Paragraph – Price Increase/Decrease provision for additional information.
- G. **Acceptance:** Bids must be provided for each item separately, “**all-or-none**” bids will not be accepted unless in the best interest of the County.

## 6.6 NO SUBSTITUTION

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

## 6.7 COMPANY PROFILE, BIDDER CERTIFICATION AND REFERENCES \*\*\* MAY BE A VENDOR QUESTION

Bidder shall utilize the forms provided to satisfy this requirement.

## 6.8 DISCREPANCIES

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

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be

for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.

## **6.9 BID EXPENSES**

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

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

## **6.10 PROTESTS**

In the event a Bidder believes that County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Bidder believes that any resulting Contract would be commercially impractical to perform, the Bidder must file a written protest with the County DPA.

- A. **Procedure**All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
  - 1. The name, address and telephone number of the protester.
  - 2. The signature of the protester or the protester'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.
- B. **Protest of Bid Specifications:**
  - 1. All protests related to bid specifications must be submitted to the County DPA no later than five (5) business days prior to the close of the bid. Protests received after the five (5) business day deadline will not be considered by the County.
  - 2. In the event the protest of specifications is denied, and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid submittal procedures provided in the bid.
- C. **Protest of Award of Contract:**In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the County DPA. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.
  - 1. Protest Process
    - a. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the County DPA, the County Procurement Officer or the Procurement Appeals Board renders a decision on the protest.

- b. Upon receipt of a timely protest, the County DPA will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- c. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- d. If the protester disagrees with the decision of the County DPA, the protestor may submit a written notice to the Office of the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

B. Appeal Process

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

Email: [CPOAppeals@ocgov.com](mailto:CPOAppeals@ocgov.com)

Or

County of Orange/County Procurement Office  
400 West Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, CA 92701

- 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 protest shall be forwarded to the Procurement Appeals Board.
- C. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

## **6.11 ACCEPTANCE/REJECTION/AWARD**

### **Acceptance/Rejection/Award**

- A. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- B. The lowest responsive, responsible Bidder will be recommended for contract award.
- C. Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- D. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.

- E. **Please take notice, non-acceptance of the County of Orange terms and conditions, incorporated in model contract, may deem a bid non-responsive. County may not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- F. Final award determination shall be based upon the lowest responsive, responsible bid, and may also include a review of Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions. **In addition, County reserves the right to verify and validate any information prior to Contract Award and during the entire term of the Contract.**
- G. By submitting a response to this solicitation, Bidders agree to accept the decision of the County DPA as final.
- H. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

#### **6.12 RIGHTS RESERVED TO COUNTY:**

The County reserves the right to:

- A. Waive, at its discretion, any irregularity or informality, which County deems correctable or otherwise not warranting rejection of the bid.
- B. County reserves the right, at its sole discretion, to make multiple awards to Bidders for services requested in this solicitation.
- C. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require.
- D. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County.
- E. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation.
- F. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the County.

#### **6.13 JOINT BIDS**

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

#### **6.14 UNFAIR PRACTICES AND OTHER LAWS**

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

#### **6.15 INDEPENDENCE OF BID**

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

#### **6.16 AMERICANS WITH DISABILITY ACT (ADA)**

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

#### **6.17 DUNS NUMBER**

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

#### **6.18 UNIQUE ENTITY IDENTIFIER NUMBER (UEI)**

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

### **SECTION 7. W-9/W-8 REQUIREMENTS**

#### **7.1 DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENT:**

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

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

### **SECTION 8. ELECTRONIC FUND TRANSFER (EFT)**

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

**SECTION 9. OCLSB AND DVBE PREFERENCE POLICIES CERTIFICATION REQUIREMENTS**

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

**9.1 OCLSB:**

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

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

A. Local Business Requirements:

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

B. Small Business Requirements:

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

**9.2 DVBE:**

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

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

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

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

### **9.3 OCLSB/DVBE CERTIFICATION REQUIREMENTS:**

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

1. To participate as an OCLSB and/or DVBE the following requirements must be met:
  - a. 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. Must be certified with DGS as a DVBE - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
  - c. maintains their principal center of operations (i.e. headquarters) within Orange County
  - d. 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.
  - e. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response.
2. OCLSB or DVBE Preference provides for the following:
  - a. Invitation for Bid – IFB
  - b. Request for Proposal - RFP
4. Dual OCLSB and DVBE Preference provides for the following:
  - c. Business Certified as OCLSB and DVBE
5. Subcontractors