

COUNTY OF ORANGE

County Executive Office - CPO
PROCUREMENT SERVICES
400 West Civic Center
Santa Ana, CA
92701

Date: Monday, June 9, 2025

INVITATION FOR BIDS

FOR: BOTTLED WATER AND RELATED SERVICES

BID MUST BE RECEIVED BEFORE:

July 15, 2025 / 2:00 pm

IFB # 2873701-RE

Procurement Services Regular Office Hours:

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

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

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C - 017-2873701 - MODEL CONTRACT DRAFT

SECTION 1. Summary & Background

The County of Orange, County Executive Office - CPO, (hereinafter referred to as County) is requesting competitive bids from qualified vendors (hereinafter referred to as Bidder) for Bottled Water and Related 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.

The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide Bottled Water to various County facilities located throughout the County of Orange on an as needed basis and usage is not guaranteed. Facility locations may be added or deleted, and service hours modified at any given time.

Each Department may have different hours of operations, but all non-urgent deliveries shall be done within regular County business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department. Contractor is required to provide Bottled Water upon request by any County Department.

SECTION 2. General Information

2.1 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 biding system.

2.2 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.

2.3 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 biding 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 Monday, June 16, 2025 before 2:00 pm.

2.4 BID VALIDITY

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

2.5 IMPORTANT DATES

These dates only apply to IFB # 2873701-RE

IFB Post Date:	June 9, 2025
Question Submission Deadline:	June 16, 2025, 2:00pm
Electronic Bids & Bid Security Deadline:	July 15, 2025, 2:00pm

2.6 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

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

County Agency Officers

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

SECTION 3. General Instructions

3.1 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.

3.2 RESPONSIVENESS

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

3.3 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 eProurement 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.

3.4 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. <u>Insurance</u>: Certificate(s) of Insurance, including additional Insured Endorsement(s); refer to Model Contract, Article O-Insurance
- B. <u>W-9 Form</u>: 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.

3.5 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 adjustments which increase Contractor's profit will <u>not</u> 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.

3.6 SUBSTITUTIONS

Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the County, and the County reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a County standards committee that only one brand can meet the County's requirements, "no exceptions" shall be noted in the specifications.

3.7 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.

3.8 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.

3.9 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 at robert.esparza@ceo.oc.gov.

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. <u>Appeal Process</u>

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

Or

County of Orange/County Procurement Office 400 West Civic Center Drive, 5th 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.

3.10 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.

3.11 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.

3.12 **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.

3.13 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.

3.14 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.

3.15 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.

3.16 DUNS NUMBER

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

3.17 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. If you are unable to provide/obtain a UEI number, please indicate so in your bid submission response.

SECTION 4. Scope of Work

4.1 GENERAL INFORMATION:

The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide Bottled Water to various County facilities located throughout the County of Orange on an as needed basis and usage is not guaranteed. Facility locations may be added or deleted, and service hours modified at any given time.

Each Department may have different hours of operations, but all non-urgent deliveries shall be done within regular County business hours. All emergency/urgent deliveries shall be coordinated with each respective ordering Department. Contractor is required to provide Bottled Water upon request by any County Department.

4.2 CONTRACTOR RESPONSIBILITIES:

Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.

Contractor shall perform all work in accordance with industry standards and California State Health and Safety Codes.

Bottled water provided under this Contract shall be in compliance with all applicable Local, State and Federal Laws, Food and Drug Administration Regulations and any other rule applicable.

Contractor shall provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.

All pricing is to be F.O.B. DESTINATION. No shipping charges will be authorized for payment for items ordered against this Contract, including items listed under Additional Goods/Products.

Contractor shall itemize all applicable Federal and State taxes, as well as any other applicable taxes/fees as separate line items when invoicing. No self-imposed fees shall be accepted.

Contractor shall not charge County for urgent order requests, which will be delivered as promptly as possible.

Contractor shall make delivery arrangements directly with the requesting Department at the location specified on the order. Deliveries are expected to be made in full. Approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the department placing the order. Partial deliveries without approval may not be accepted and any charges incurred shall be the responsibility of the Contractor.

Contractor shall notify respective ordering department of any order or delivery delays on requested items at the time of order is placed or as soon it is known.

Contractor shall bill for items as per Attachment B- Pricing and Compensation. No exceptions shall be made.

Contractor shall be able to provide dispensers in various sizes and types as requested by each County Departments. (Example: Free-standing, countertop, 3-gallons, 5-gallons, etc.)

Contractor shall provide bottled water and any other product/service listed on this Contract to Water Clubs established in County locations in accordance with Pricing and the Terms and Conditions of this Contract.

Contractor shall invoice Water Club accounts according to the instructions provided by each "Water Club" coordinator. Contractor shall not invoice County for bottled water provided to Water Clubs.

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 7:30 a.m. to 4:30 p.m. and/or an e-mail address to place all requests/orders, as well as a contact name and number for 24-hour access phone number for emergency orders.

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

4.3 DELIVERY INSTRUCTIONS:

Contractor shall deliver according to a predetermined schedule and/or as requested by each County Department. Delivery requirements may vary by location and shall be specified by each Site Coordinator/Department and accommodated by Contractor. All delivery schedules shall be mutually agreed upon between Contractor and each County Department.

Contractor shall perform all deliveries and to act in a safe and professional manner, adhering to all applicable Local, State and Federal Laws and the Food and Drug Administration regulations.

There are numerous locations that require delivery throughout the County, Contractor shall make delivery arrangements directly with the requesting Department at the location specified on the order. Water Clubs shall also have a site coordinator responsible to coordinate water club deliveries.

Contractor shall not charge County for occasional emergency/urgent delivery of bottled water.

4.4 DELIVERY LOCATIONS:

Contractor shall be responsible for any parking fees at time of delivery services. County shall not provide free parking for delivery services, parking fees will not be reimbursed, and parking passes shall not be issued.

Contractor shall make delivery of goods to any and all County locations throughout the County; Contractor shall coordinate with ordering department accordingly. Contractor is required to make deliveries throughout entire County of Orange.

Some delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements and means necessary to complete delivery. Inside delivery to secured facilities may be required.

Contractor shall make delivery of goods to any/all County facility throughout the County for Water Club members.

4.5 CONTRACTOR PERSONNEL:

All Contractor personnel shall be employees of the Contractor and wear uniforms while on County premises. Please refer to Article 13 of this Contract.

Contractor shall ensure that all personnel are trained and licensed as appropriate for the work required to be performed under this Contract. Any fees associated with said licenses and permits are the sole responsibility of Contractor.

Any damages by the Contractor to the County's facility including equipment, furniture, materials or other County property will be repaired or replaced by the Contractor to the satisfaction of the County at no cost to County.

Contractor shall not allow any personnel under the influence of alcohol or drugs on County premises or in County buildings.

Contractor's personnel shall be courteous to the public and all County personnel.

Contractor's personnel shall perform all services in accordance with the Contract and at the direction of the agency/department administrator or Site Coordinator/Supervisor.

Contractor's personnel shall direct all inquiries and/or requests related to the services provided to the department Administrator or Site Coordinator/Supervisor.

4.6 PURIFIED WATER SPECIFICATIONS:

Deionized water shall be filtered and ozonated. Definition of filtered – remove organic impurities, metal and other ions in the water.

Definitions of ozonated – break down organic constituents and reduce odor potential in water while sanitizing to minimize further microbial contamination. Distilled water – water is heated until it changes to steam. Steam is allowed to cool down and condense into liquid form again.

4.7 PRODUCT SPECIFICATIONS:

Contractor shall not charge for bottle deposits, bottle water crates and/or self-imposed fees.

Contractor may bill for lost or damaged bottles according to Attachment B- Pricing and Compensation at the end of Contract and/or periodically as per account reconciliation. This shall be coordinated with each County Department.

Cups must be made from certified recycled paper with a minimum 20% post-consumer or higher and must be 100% recyclable.

4.8 ORDERS AND EMERGENCY ORDERS:

Contractor shall have the capability to accept orders via email, telephone or fax.

Contractor shall not require minimum quantity and/or cost per order. No other minimum delivery requirements shall apply. County does not intend to place multiple small orders, but orders shall be placed at the convenience of each Department.

County may place Emergency/Urgent orders, which are defined as goods require to be <u>delivered</u> as soon as possible, or within next business day from receiving the call/email, including County observed holidays and weekends.

Contractor shall not bill any additional fees for emergency/urgent deliveries. During the course of the Contract, departments may require an emergency/urgent order for delivery.

All emergency/urgent deliveries shall be coordinated with each respective ordering site coordinator or Department.

The Intent of this Contract is for daily operations; however, in an Emergency Event or Declared Disaster by the County, Contractor shall service the County during such an emergency under the same terms and conditions that apply during regular standard non-emergency/disaster conditions. This Contract may be subject to unusual usage. Emergency Events or Declared Disasters may be rare occurrences.

4.9 DISPENSERS:

Contractor shall provide water dispensers at a monthly fee per dispenser to the County.

Contract shall provide electric water dispensers at the rates set forth in Attachment B- Pricing and Compensation

Contractor prices for dispensers shall include all delivery, set-up, removal of equipment, etc.

Contractor shall exchange rented dispensers at County's request if unsatisfied with dispenser functionality/operation.

Contractor shall not charge for delivery, set up or pick-up of any dispenser for any reason including cancellation of services, dispenser downgrades or upgrades.

For dispenser installation: power outlet should be five (5) feet from wall socket.

4.10 WATER CLUBS, PROCESS AND SET-UP:

Contractor shall provide bottled water to Water Clubs established in County locations in accordance with the Pricing and the Terms and Conditions of this Contract.

Water Clubs will be subject to credit approval.

Contractor shall invoice water clubs according to the instructions provided by each "Water Club" contact/coordinator. Contractor shall not invoice County for bottled water provided to Water Clubs.

County assumes no responsibility for deliveries and/or payments from Water Club accounts.

Bottled Water provided to Water Clubs shall be for consumption at County locations. Water club members shall not take bottled water home for personal consumption.

Water Club coordinators shall be responsible to open accounts, place orders and resolve any invoice discrepancies. County shall not be held responsible for Water Club accounts.

Contractor shall provide the same quality bottled water to Water Club accounts.

- A. County assumes no responsibility for deliveries and/or payments from Water Clubs.
- B. Water Club contacts shall coordinate with Contractor all billing and delivery arrangements. Contractor shall not invoice County for bottled water provided to Water Clubs.
- C. Water Clubs may be subject to credit approval.
- D. Bottled Water provided to Water Clubs shall be for consumption at County locations. Water Club members shall not take bottled water home for personal consumption.
- E. For first time account set up/orders, County shall include the following information: Orders shall be clearly identified as "Water Clubs" account.

Orders shall provide clear instructions at time of set-up/ordering.

Orders shall have a delivery and billing address (if different and/or the same, it must be noted accordingly)

Orders shall include a site point of contact and phone number. If different for billing, please list the billing point of contact and phone number.

Orders shall list items to be ordered, such as number of coolers, specify type of cooler, number of bottles, size of bottle, etc.

4.11 COUNTY RESPONSIBILITIES:

County shall appoint a County Site Coordinator/Project Manager for each Department and/or service order, including a telephone number. An additional County phone number shall be provided as a back-up contact.

County Site Coordinator/Project Manager shall ensure Contractor access to all service locations and site facilities.

County Departments shall be responsible for amending their subordinate Contracts as facilities may be added or deleted and service hours may be increased or decreased at a given location at any time during the term of the Contact.

The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.

SECTION 5. 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

5.1 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.

5.2 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 RESPONSES.

5.3 OCLSB/DVBE CERTIFICATION REQUIREMENTS:

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

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

- 1. Must be certified with State of California the Department of General Services (DGS) as a Small Business https://caleprocure.ca.gov/pages/sbdvbe-index.aspx
- 2. Must be certified with DGS as a DVBE https://caleprocure.ca.gov/pages/sbdvbe-index.aspx
- 3. maintains their principal center of operations (i.e. headquarters) within Orange County
- 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.
- 5. 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

B. OCLSB or DVBE Preference provides for the following:

1. Invitation for Bid – IFB

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

2. Request for Proposal - RFP

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

C. <u>Dual OCLSB and DVBE Preference provides for the following:</u>

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

D. Subcontractors

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

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

SECTION 6. 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 7. Pricing

PRICING TABLE

YEAR 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	5 Gallon Bottle (Purified)	1	Bottle		
2	5 Gallon Bottle (Spring)	1	Bottle		
3	5 Gallon Bottle (Distilled)	1	Bottle		
4	3 Gallon Bottle	1	Bottle		
5	0.5LT 24PK (Purified)	1	Case		
6	0.5LT 24PK (Spring)	1	Case		
7	9 Oz Flat Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
8	7 Oz Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
9	Filtration (22)	1	Each		
10	Electric Dispensers Top Load Hot & Cold Cooler	1	Month		
11	Electric Dispensers Bottom Load Hot & Cold Cooler	1	Month		
TOTAL	1			<u> </u>	

PRICING TABLE

YEAR 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	5 Gallon Bottle (Purified)	1	Bottle		

ine Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	5 Gallon Bottle (Spring)	1	Bottle		
3	5 Gallon Bottle (Distilled)	1	Bottle		
4	3 Gallon Bottle	1	Bottle		
5	0.5LT 24PK (Purified)	1	Case		
6	0.5LT 24PK (Spring)	1	Case		
7	9 Oz Flat Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
8	7 Oz Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
9	Filtration (22)	1	Each		
10	Electric Dispensers Top Load Hot & Cold Cooler	1	Month		
11	Electric Dispensers Bottom Load Hot & Cold Cooler	1	Month		

PRICING TABLE

YEAR 3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	5 Gallon Bottle (Purified)	1	Bottle		
2	5 Gallon Bottle (Spring)	1	Bottle		
3	5 Gallon Bottle (Distilled)	1	Bottle		
4	3 Gallon Bottle	1	Bottle		
5	0.5LT 24PK (Purified)	1	Case		
6	0.5LT 24PK (Spring)	1	Case		

County of Orange, County Executive Office - CPO Invitation for Bid for Bottled Water and Related Services

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	9 Oz Flat Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
8	7 Oz Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
9	Filtration (22)	1	Each		
10	Electric Dispensers Top Load Hot & Cold Cooler	1	Month		
11	Electric Dispensers Bottom Load Hot & Cold Cooler	1	Month		
TOTAL			I		1

PRICING TABLE

YEAR 4

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	5 Gallon Bottle (Purified)	1	Bottle		
2	5 Gallon Bottle (Spring)	1	Bottle		
3	5 Gallon Bottle (Distilled)	1	Bottle		
4	3 Gallon Bottle	1	Bottle		
5	0.5LT 24PK (Purified)	1	Case		
6	0.5LT 24PK (Spring)	1	Case		
7	9 Oz Flat Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
8	7 Oz Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
9	Filtration (22)	1	Each		
10	Electric Dispensers Top Load Hot & Cold Cooler	1	Month		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Electric Dispensers Bottom Load Hot & Cold Cooler	1	Month		
TOTAL					

PRICING TABLE

YEAR 5

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	5 Gallon Bottle (Purified)	1	Bottle		
2	5 Gallon Bottle (Spring)	1	Bottle		
3	5 Gallon Bottle (Distilled)	1	Bottle		
4	3 Gallon Bottle	1	Bottle		
5	0.5LT 24PK (Purified)	1	Case		
6	0.5LT 24PK (Spring)	1	Case		
7	9 Oz Flat Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
8	7 Oz Cup/Sleeve (50 Pcs/Sleeve.)	1	Sleeve		
9	Filtration (22)	1	Each		
10	Electric Dispensers Top Load Hot & Cold Cooler	1	Month		
11	Electric Dispensers Bottom Load Hot & Cold Cooler	1	Month		
TOTAL					

SECTION 8. Vendor Responses

8.1 BID VALIDITY: *

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

☐ Please confirm

*Response required

8.2 CONTRACTOR INFORMATION

8.2.1 Name of Bidder*

Please state the Name of Bidder here.

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

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

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

*Response required

8.3 COMPANY PROFILE & REFERENCES

8.3.1 <u>Company Legal Name*</u>

*Response required

8.3.2 Company Legal Status*

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

*Response required

8.3.3 Active Licenses*

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

*Response required

8.3.4 Corporate Office Address*

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

*Response required

8.3.5 Local Business Address(es)*

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

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

*Response required

8.3.6 Length of Time Firm Has Been In Business*

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

*Response required

8.3.7 Length of Time At Current Location*

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

*Response required

8.3.8 Regular Business Hours*

*Response required

8.3.9 Regular Holidays and Hours When Business Is Closed*

*Response required

8.3.10 Federal Taxpayer ID Number*

*Response required

8.3.11 DUNS Number*

Please provide your D-U-N-S Number

*Response required

8.3.12 <u>Unique Entity Identifier Number (UEI)*</u>

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

*Response required

 \square Yes

8.3.13 Are you registered, active, and in good standing with the California Secretary of State?*

□ No
*Response required
8.3.14 Corporation?* Is your firm incorporated?
□ Yes
□ No

*Response required

When equals "Yes"

8.3.15 State of Incorporation?*

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

*Response required

When equals "Yes"

Contract Signature Authority - Executive Signature* 8.3.16

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

• Contact Full Name:
• Contact Number:
• E-mail Address:
*Response required
When equals "Yes" 8.3.17
• Contact Full Name:
Contact Number:
• E-mail Address:
*Response required
When equals "No" 8.3.18
• Contact Full Name:
• Contact Title:
• Contact Number:
• E-mail Address:
*Response required
8.3.19 Sole Proprietor Under Different Name?* s your firm a sole proprietor doing business under a different name?
□ Yes □ No
Response required
When equals "Yes"
County of Orange IFB

8.3.20 Sole Proprietor's Name*

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

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

*Response required

8.3.21 Contact Person for Solicitation*

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

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

8.3.22 Project Manager*

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

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

8.3.23 Contact Person for Accounting*

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

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

8.3.24 Emergency Contact*

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

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

8.3.25 References*

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

^{*}Response required

^{*}Response required

^{*}Response required

^{*}Response required

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

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

☐ Yes ☐ No

*Response required

When equals "Yes"

8.3.26 References - Letters*

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

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

When equals "No"

8.3.27 References - Information*

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

• Reference Names

^{*}Response required

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

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

*Response required

8.3.28 Past Performance Disclosure:

Within the past five (5) years, has your company been issued a **Notice to Cure**, been subject to early termination, non-renewal due to performance issues, or required to implement formal corrective action by a contracting agency?

- The agency or organization name
- A brief description of the issue
- The timeframe of the incident
- The steps taken to resolve the issue
- The final outcome

Failure to disclose relevant performance issues may result in disqualification.

8.4 BIDDER CERTIFICATION

8.4.1 Conflict of Interest*

Bidder must certify either Yes or No below:

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

- 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
\square No
*Response required
When equals "Yes"
8.4.2 <u>Disclose any financial, business or other relationship with the County of</u>
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
8.4.3 <u>Litigation*</u> 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

*Response required

 \square No

When equals "Yes"

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

8.4.5 Name/Ownership Changes:*

Respondent must certify either Yes or No below:

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

IFB # 2873701-RE 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 \square No *Response required When equals "Yes" Bidder shall provide detailed information regarding any company ownership 8.4.6 changes (including legal business names) in the past seven (7) years. * *Response required Is your firm a County Of Orange Local Small Business (OCLSB) or a Disabled 8.4.7 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 \square No *Response required When equals "Yes" 8.4.8 County of Orange Local Small Business (OCLSB) and/or Disabled Veteran **Business Enterprise (DVBE) Affirmation*** Please download the below documents, complete, and upload. Local Small Business (OCLSB... *Response required When equals "Yes" 8.4.9 **DVBE Certification Number***

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

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

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

*Response required

8.4.10 SBA Certification Number*

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

*Response required

8.4.11 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; and
 - 5. Any impact the proposed exception may have on the services to be provided.

Yes	
No	

*Response required

When equals "Yes"

8.4.12 <u>Provide exceptions to the requirements of this IFB including the terms and conditions set forth in the Model Contract and its Attachments and Exhibits.*</u>

*Response required

8.5 SUBCONTRACTOR INFORMATION

The Bidder shall list below all subcontractor(s) who will perform any portion of the work in excess of 0.5% of the total bid. The Bidder shall state each subcontractor's name, particular trade or subdivision of the work, license number, and principal location. If the Bidder specifies more than one subcontractor for the same portion of work to be performed, or fails to list a subcontractor for any portion of the work in excess of 0.5% of the total bid, the Bidder represents that he or she is fully qualified to perform that portion himself or herself, and, if awarded the Contract, shall perform that portion himself or herself.

8.5.1 Subcontractor Listing*

For each subcontractor performing one half of one percent or more for any portion of work on this project, please provide the following:

- Name of Contractor
- Corporate Office Address

- Local Office Address
- Contractor's License Number
- Contractors DIR Number
- OCLSB/DVBE Certification Number (if applicable)
- SBA Certification Number (if applicable)
- Type of Work, Trade, Service, or Portion of Work to Be Provided
- Dollar Amount of Work Performed

In the event that you are not using any subcontractors for this project, please state "N/A" here or simply not that you will not be using subcontractors. You must clearly state all the requested information for any subcontractor you intend to use here and at this time, a response of "N/A" here and use of subcontractors or requested use of subcontractors at a later time may result in your bid being deemed as non-responsive.

*Response required

8.6 FORMS

8.6.1 Certification Regarding Debarment *

Please download the below documents, complete, and upload.

• <u>CERTIFICATION_REGARDING_DEB...</u>

8.6.2 Staffing Plan*

Please download the below documents, complete, and upload.

- <u>Staffing_Plan_Key_Personnel...</u>
- Staffing_Plan_Key_Personnel...

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

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

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

• Levine Act - Campaign Contr...

8.6.4 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

^{*}Response required

^{*}Response required

^{*}Response required

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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

8.6.5 Confirmation of Forms and Supplemental Documents*

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

☐ Please confirm

*Response required

8.7 FINAL SUBMITTAL INFORMATION

8.7.1 Additional Information (if needed)*

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

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

*Response required

8.7.2 <u>Submittal Confirmation*</u>

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

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

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

*Response required