

## **Solicitation RFP-017-2258002-HH**

# **LARGE SCALE EVENT STAFFING SERVICES**

**Bid Designation: Public**



**County of Orange**

## Bid RFP-017-2258002-HH LARGE SCALE EVENT STAFFING SERVICES

Bid Number	<b>RFP-017-2258002-HH</b>
Bid Title	<b>LARGE SCALE EVENT STAFFING SERVICES</b>
Bid Start Date	<b>Jun 7, 2022 11:27:09 PM PDT</b>
Bid End Date	<b>Jun 21, 2022 2:00:00 PM PDT</b>
Question & Answer End Date	<b>Jun 14, 2022 4:00:00 PM PDT</b>
Bid Contact	<b>Helen Hernandez Administrative Manager II</b>
Bid Contact	<b>Robert A Esparza Supervising Procurement Contract Specialist</b>
Contract Duration	<b>5 years</b>
Contract Renewal	<b>Not Applicable</b>
Prices Good for	<b>365 days</b>
Standard Disclaimer	<b>The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.</b>
Bid Comments	<p><b><u>****THIS IS A FULLY ELECTRONIC SOLICITATION****</u></b></p> <p><b>THE COUNTY OF ORANGE IS SOLICITING REQUEST FOR PROPOSALS (RFP) FROM QUALIFIED FIRMS TO LARGE SCALE EVENT STAFFING SERVICES.</b></p> <p><b>PLEASE THOROUGHLY REVIEW THIS RFP PRIOR TO SUBMITTING ANY QUESTIONS. ALL QUESTIONS PERTAINING TO THIS RFP MUST BE SUBMITTED THROUGH THE BIDSYNC.COM WEBSITE PRIOR TO THE DEADLINE. NO QUESTIONS WILL BE ANSWERED VIA TELEPHONE OR EMAIL.</b></p> <p><b>PROPOSERS ARE ADVISED TO CAREFULLY READ THE COUNTY'S TERMS, CONDITIONS AND INSURANCE REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.</b></p> <p><b>** IMPORTANT DATES**</b>  <b>JUNE 14, 2022 BY 4:00 PM PT - LAST DAY TO POST QUESTIONS</b>  <b>JUNE 21, 2022 BY 2:00 PM PT - REQUEST FOR PROPOSALS DUE</b></p> <p><b>IF YOU NEED TECHNICAL ASSISTANCE WITH THIS WEBSITE, PLEASE CONTACT BIDSYNC VENDOR SUPPORT AT (800) 990-9339, OPTION #1.</b></p> <p><b><u>RESPONDENT MINIMUM REQUIREMENTS:</u></b>  <b>RESPONDENT MUST MEET THE MINIMUM QUALIFICATIONS BELOW IN ORDER TO BE DEEMED RESPONSIVE TO THIS RFP.</b></p> <p><b>1. COMPLETE ALL REQUIRED SECTIONS OF THE RFP, I.E., PROVIDE ALL REQUIRED INFORMATION, AND COMPLETE REQUIRED EXHIBIT.</b>  <b>2. COMPANY HEADQUARTERS MUST BE LOCATED IN SOUTHERN CALIFORNIA.</b></p> <p><b><u>TO BE RESPONSIVE, THE FOLLOWING MUST BE SUBMITTED WITH PROPOSAL:</u></b></p>

1. SIGNED COVER PAGE
2. SECTION II, PART I – COVER LETTER/CERTIFICATIONS
3. SECTION II, PART II – COMPANY PROFILE
4. SECTION II, PART III –WRITTEN PROPOSAL, INCLUDING PRICE PROPOSAL
5. SECTION III, ATTACHMENT C – KEY PERSONNEL AND STAFFING PLAN
6. SECTION IV, EXHIBIT 1 – COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS [IF APPLICABLE]

Added on Jun 8, 2022:  
 \*\*\*\*\*ADDENDUM #1\*\*\*\*\*

ISSUED: JUNE 8, 2022

RFP PAGE 11 OF 51, B. MINIMUM QUALIFICATIONS HAS BEEN AMENDED TO ADD THE FOLLOWING:

3. HAVE FIVE (5) YEARS CONSECUTIVE, RECENT EXPERIENCE IN ORGANIZING LARGE SCALE EVENTS FOR A PUBLIC AGENCY. PLEASE PROVIDE EXAMPLES OF A MINIMUM OF 3 LARGE EVENTS WITH AT LEAST 500 STAFF, WHERE RESPONDENT WAS THE PRIME CONTRACTOR. SERVICES SHOULD ALSO INCLUDE LOGISTICAL SUPPORT SUCH AS VEHICLE RENTALS, WAREHOUSE MANAGEMENT, OR OTHER TYPE SERVICES. PROVIDE THE FOLLOWING TO SATISFY THIS REQUIREMENT:

- a. CLIENT NAME, TITLE, ADDRESS, AND TELEPHONE NUMBER THAT MAY BE CONTACTED FOR A REFERENCE.
- b. SCOPE, SIZE, LOCATION, COST, PRINCIPAL ELEMENTS AND SPECIAL FEATURES OF THE SERVICES PROVIDED.
- c. DATE AND LENGTH OF SERVICES PERFORMED.
- d. STAFFING PROJECT PLAN FOR THE EVENT

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1- COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.

Added on Jun 9, 2022:

\*\*\*\*\*ADDENDUM #2\*\*\*\*\*

ISSUED: JUNE 9, 2022

PLEASE SEE ATTACHED ADDENDUM FOR A REVISED MINIMUM REQUIREMENT SECTION OF THE RFP.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1- COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.

Added on Jun 13, 2022:  
 \*\*\*\*\*ADDENDUM #3\*\*\*\*\*

ISSUED: JUNE 13, 2022

PLEASE SEE ATTACHED ADDENDUM TO THE RFP.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1- COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.

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**Addendum # 1**

Previous End Date **Jul 21, 2022 2:00:00 PM PDT**

New End Date **Jun 21, 2022 2:00:00 PM PDT**

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**Addendum # 2**

**Addendum # 3**

New Documents

**Addendum 3 - RFP-017-2258002-HH.pdf**

**Item Response Form**

Item **RFP-017-2258002-HH--01-01 - ELECTRONIC SOLICITATION - LARGE SCALE EVENT STAFFING SERVICES**

Quantity **1 hour**

Unit Price

Delivery Location **County of Orange**

017 - CEO/COUNTY PROCUREMENT OFFICE

1300 S GRAND AVE

BLDG-A 2ND FLOOR

SANTA ANA CA 92705

**Qty 1**

**Description**

SUBMIT PRICE PROPOSAL WITH SUBMISSION



County of Orange
Health Care Agency
Procurement and Contract
Services
200 W. Santa Ana Blvd., Suite 650
Santa Ana, CA 92701

PROPOSALS MUST BE
RECEIVED
ON OR BEFORE
June 21, 2022
Date/Time
RFP#-017-2258002-HH
RFP Number

INSTRUCTIONS:

- Submit one (1) proposal, and proposal and requested documents must be electronically uploaded in PDF format, via County's online bidding system.
Return this Cover Page signed with your proposal.
Identify proposal with RFP # 017-2258002-HH and submit electronically.

Date: June 7, 2022

REQUEST FOR PROPOSALS (RFP)

COVER PAGE

The County of Orange, hereinafter referred to as "County", is soliciting proposals from qualified vendors, hereinafter referred to as "Respondents" to provide Large Scale Event Staffing Services. Proposers must meet the minimum qualifications and requirements set forth within this RFP and must be capable of providing the services set forth in the Scope of Work attached herein as Attachment A (Section III, Model Contract).

All questions and inquiries related to this RFP must be posted online via the County's online bidding system in the Questions and Answer section at https://prod.bidsync.com/orange-county by 4:00 p.m. Pacific Time on June 14, 2022. For assistance related to the County's online bidding system, contact (800) 990-9339 Option 1.

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP. The assigned Deputy Purchasing Agent, hereinafter referred to as "DPA", will provide all official communication concerning this RFP. Any County response relevant to this RFP other than from the DPA, and in writing, will be unauthorized and the County will bear no responsibility for any and all reliance upon the unauthorized communication.

This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a proposal.

I HAVE READ, UNDERSTAND AND AGREE TO ALL STATEMENTS IN THIS RFP, AND TO THE TERMS, CONDITIONS, ATTACHMENTS, AND EXHIBITS REFERENCED HEREIN.
Company Legal Name Date
Authorized Signature Print Name Title
Authorized Signature Print Name Title

\* If the company is a corporation, two signatures are required as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

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**A. INTRODUCTION**

The County of Orange, County Procurement Office hereby invites qualified Respondents to submit a Proposal to Provide Large Scale Event Staffing Services.

Refer to Section III of this RFP for an expanded description of the Scope of Work.

Respondent is expected to provide all the services that fulfill or exceed the requirements and conditions set forth in this RFP.

**B. RFP PROPOSED TIME SCHEDULE**

The dates scheduled after the proposal deadline are tentative and may be modified at any time by the County. It is the sole responsibility of the Respondent to check the County's online bidding system for such notifications.

June 7, 2022	Release of RFP
June 14, 2022	<b>Questions: Due by 4:00 P.M. Pacific Time</b>
June 21, 2022	<b>Proposals: Due by 2:00 P.M. Pacific Time</b>
July 1, 2022	Estimated Contract Start Date

**C. GENERAL INFORMATION**

1. County has attempted to provide all information available. It is the sole responsibility of the Respondent to review, evaluate, and where necessary, request any clarification prior to submission of their proposal. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this RFP, or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification via the County's online bidding system under the Question and Answer section, no later than the deadline and time stated in this RFP.
2. If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP will be made by an addendum issued by the assigned DPA via the County's online bidding system. It is the sole responsibility of the Proposer to ensure it has reviewed any and all addenda to this RFP. The County will not be responsible for any explanations, corrections to, or interpretations of the documents, including any oral information.
3. There will be **NO** pre-proposal conference for this RFP.
4. Respondent's proposal must be valid for **365 calendar days** from the RFP submission deadline date and time stated in this RFP. No proposal may be withdrawn after the submission date.
5. **Respondent's proposal is not to be marked as confidential or proprietary;** the County may reject proposal so marked. Proposals submitted in response to this RFP are subject to public disclosure per the California Public Records Act, Government Code Section 6250 et seq. The County makes no representation and shall not be liable for disclosure of proposals, any information contained therein or any documents or information related to this RFP or its resultant contract. All proposals will become the



- property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.
6. By submitting a proposal, the Respondent attests that it has thoroughly examined all of the County's requirements stated in this RFP, has experience with the required services, and is qualified and capable of providing the required services to achieve the County's objectives.
  7. After the proposal deadline date and time stated in this RFP, evaluation procedures referenced in Section I, paragraph E of this RFP will be followed for all responsive proposals.
  8. County will not be responsible for any pre-contractual expenses. Pre-contractual expenses are defined as, but not limited to, costs incurred by the Proposer in preparing its proposal in response to this RFP; submitting that proposal to the County; negotiating with the County any matter related to the Respondent's proposal; and any other expenses incurred by the Respondent prior to date of award and execution of the Contract, if any.
  9. County reserves the right to a) negotiate the final Contract with any Respondent (s) as necessary to serve the best interests of the County; b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Respondent responding to this RFP; c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondent as the County may deem to be in its best interests; d) reject any response if it is conditional, incomplete or deviates significantly from the services requested in this RFP; or e) request Best and Final Offer from any Respondent determined to be within the competitive range. Unless requested by the County, late Best and Final Offers will not be accepted by the County for any reason. Additionally, negotiations may or may not be conducted with Respondent; therefore, the proposal submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent.
  10. Where two or more Respondents desire to submit a single proposal in response to this solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with a single firm that may subcontract with multiple firms (team) but not with multiple firms doing business as a joint venture.
  11. County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
  12. The County requires a valid D-U-N-S number prior to Contract award. If needed, your company may obtain one at no cost at [www.dnb.com](http://www.dnb.com). If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.

#### **D. PROTEST PROCEDURES**

In accordance with Section 1.3 of the County's Contract Policy Manual (CPM), any actual or prospective proposer or contractor who alleges an error or impropriety in the solicitation or

award of a contract may submit a grievance or protest to the appropriate department DPA administering the RFP.

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:

- a) Name, address and telephone number of protester;
- b) Signature of protester or protester's representative;
- c) RFP or contract number;
- d) Detailed statement of legal and/or factual grounds for protest; and
- e) Form of relief requested.

#### Protest of Bid/Proposal Specifications

- (1) All protests related to proposal specifications must be submitted to the DPA no later than five (5) business days prior to the close of the proposal. Protests received after the five (5) business day deadline will not be considered by the County.
  - a) In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in the proposal.

#### Protest of Award of Contract

- (1) In accordance with Section 4.3-109 of County's CPM, immediately upon completion of negotiations with the top-ranked Proposer(s), but prior to the filing of an Agenda Staff Report (ASR) for award of contract, the DPA shall send a *Notice of Intent to Award a Contract* to all participating proposers.
  - a) Proposers will have five (5) business days from the date of the notice in which to file a protest concerning the award of the Contract.
  - b) Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.
  - c) During the five (5) business day period, RFP information, including the final evaluator score sheets with the names of individual evaluators redacted, are subject to public disclosure.
  - d) If the five (5) business day period expires without the lodging of a protest, the department may move forward with the contract award or if necessary, filing the item for approval by the Board of Supervisors.

#### Protest Process

- (1) In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the DPA renders a decision on the protest.
- (2) Upon receipt of a timely protest, the DPA will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

- (3) The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- (4) If the protester disagrees with the decision of the DPA, in accordance with Section 1.3-107, of the County's CPM, the protestor may submit a written notice to the Office of the County Procurement Officer requesting an appeal to the Procurement Appeals Board.

#### Appeal Process

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

Written appeals must be sent to: County of Orange/County Procurement Office  
1300 S. Grand Avenue, Building A  
Santa Ana, CA 92705  
Attn: County Procurement Officer  
Email: CPOAppeals@ocgov.com

- (2) Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of the County's CPM.
- (3) The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

#### **E. EVALUATION AND CRITERIA**

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

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

The Respondent will be selected through a qualifications-based selection process based on the following criteria with 100 total points available:

**1. Written Proposal Scoring Format: 1,000 points maximum:**

Criteria	Description	Max Points
I	Qualification and Related Experience	350
II	Availability to Perform Services	150
III	Key Personnel /Proposed Staffing	200
IV	Organization /Completeness of Response	100
VI	Compliance with the County Model Contract	50
VII	Cost Proposal	150

Proposals deemed to meet all minimum RFP requirements will be scored based on established weighted criteria that have been assigned points before the submission of proposals that measure the responsiveness to each criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank-ordered based on the Respondent's submitted written materials.

**F. SELECTION/AWARD PROCESS**

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

The Model Contract in Section III of this RFP is the contract proposed for execution. It may be modified based on negotiations with the selected Proposer, additional terms and conditions set forth by the County, revisions/clarifications through addenda, and necessary attachments. If a satisfactory contract cannot be negotiated in a timely manner, the County in its sole discretion may terminate negotiations with the selected Respondent and begin contract negotiations with another Respondent.

Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Respondent(s) most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent(s) inability to comply with any of the provisions thereof are to be declared in Respondent(s) proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Respondent(s) after submission of its proposal may result in elimination from further consideration.

If a satisfactory Contract cannot be negotiated in a timely manner, County, in its sole discretion, may terminate negotiations with the selected Respondent and begin negotiations with next Respondent.

**Exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent's inability to comply with any of the provisions thereof are to be declared in the response to the RFP in Section II, Part 1, 8. "Statement of Compliance".**

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

Effective January 1, 2020, County of Orange Board of Supervisors adopted the County of Orange Local Small Business (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:

1. Local Business requirements:

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

2. Small Business Requirements:

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

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 the County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

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

1. Disabled Veteran Business Enterprise Requirements:

- 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 proposal submittal.

**To participate as an OCLSB and/or DVBE, please read and follow the process outlined on EXHIBIT 1 – COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS.**

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## A. INSTRUCTIONS

1. Respondent must submit its proposal in strict accordance with all requirements stated in this RFP. Deviations, clarifications and/or exceptions to the County's terms and conditions must be clearly identified and stated separately for the County's consideration as specified in Section II, Proposal Response Requirements, Part I, paragraph 7(b) (Statement of Compliance). **Any deviations, exceptions or statements made after the proposal has been submitted may result in the proposal not being further evaluated or recommended for contract award.**
2. Proposal must provide a straightforward, complete and concise description of capabilities to satisfy the requirements of this RFP, with sufficient detail for an accurate evaluation and comparative analysis by the Evaluation Committee
3. Proposal is to be typewritten in Microsoft Word format, except where otherwise provided or noted. All pages are to be numbered and identified sequentially by section, tabbed and indexed accordingly. Proposal questions are to precede their answers and/or attachments, and questions are to be numbered in the sequence they are asked. **Proposal must be in the following order:**
  - a. Signed Cover Page
  - b. Section II, Part I – Cover Letter/Certifications
  - c. Section II, Part II – Company Profile
  - d. Section II, Part III –Written Proposal, including Price Proposal
  - e. Section III, Attachment C – Key Personnel and Staffing Plan
  - f. Section IV, Exhibit 1 – County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Certification Requirements [If applicable]
4. **Proposals must be submitted no later than 2:00 p.m. Pacific Time, June 21, 2022 (Proposal Submission Deadline).** Respondents may withdraw or make changes to their proposals at any time before the Proposal Submission Deadline. By submitting a Proposal, the Respondent agrees to waive any claim it has or may have against the County, its officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal, the waiver or any requirements under the RFP, the acceptance or rejection of any proposal, and/or the award of any contract. Respondent is solely responsible for ensuring its proposal is electronically submitted no later than the Proposal Submission Deadline. **Late proposals will not be accepted.**

**Note: Allow sufficient time to upload all required files. Files will not upload successfully on Periscope Holdings if the upload is not completed before the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully.**
5. Respondents must submit one (1) proposal with signatures, and proposal and requested documents must be electronically uploaded in PDF format, via the County's online bidding system.
6. This is a fully electronic Request for Proposals (RFP). Respondents must submit their proposals online via Periscope Source website at County's online bidding system. Only electronic proposals will be accepted. Facsimile and e-mail proposals will NOT be allowed.

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**B. MINIMUM QUALIFICATIONS**

Respondent must meet the minimum qualifications below in order to be deemed responsive to this RFP.

1. Complete all required sections of the RFP, i.e., provide all required information, and complete required Exhibit.
2. Company headquarters must be located in Southern California.

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**PART I**  
**COVER LETTER/CERTIFICATIONS**

**A. COVER LETTER**

Proposal must be accompanied by a Cover Letter of introduction and executive summary of the proposal. The Cover Letter must be signed by the appropriate corporate officers as stated on the Cover Page of this RFP. An unsigned proposal or failure to comply with corporate signature requirements is grounds for rejection and disqualification from further participation in this RFP process.

**B. CERTIFICATIONS**

1. Validity of Response

Respondent hereby certifies that Respondent's proposal is valid for 365 days from the RFP closing date. Proposals which are not valid for at least 365 days will be considered non-responsive and subject to rejection.

2. Certification of Understanding

Respondent certifies it understand and has considered in this proposal, that the County assumes no responsibility for any understanding of the Respondent or representation made by any of its officers, employees or agents during or prior to the execution of any contract resulting from this RFP unless:

- a. Such understanding or representations are expressly stated in the Contract; and
- b. The Contract expressly provides that the County assumes the responsibility.

3. Minimum Qualification Statement

Respondent certifies that it meets all minimum qualifications and requirements set forth in Section II of this RFP.

4. Certificate of Insurance

Respondent certifies its willingness and ability to provide the required insurance coverage and certificates as set forth in Section III Model Contract of this RFP. (See General Terms and Conditions, Article O for insurance requirements).



5. Conflict of Interest

Respondent must certify either a or b by signing below:

- a. Respondent certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:
  - i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs\*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.

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

**OR**

- b. Respondent certifies that no relationships exist/existed as outlined in item I above.

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

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

6. Litigation

Respondent must certify either a or b by signing below:

- a. Respondent certifies current/past litigation as follows:
  - i. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Proposer, or any company that holds a controlling interest in Proposer, against the County of Orange in the past seven (7) years.
  - ii. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

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

**OR**

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

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(Signature required)

## 7. Name/Ownership Changes

Respondent must certify either a or b by signing below:

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

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(Signature required)

**OR**

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

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(Signature required)

## 8. Statement of Compliance

- a. Respondent certifies it is in strict compliance with this RFP, including, but not limited to the terms and conditions set forth in Section III Model Contract and its Attachments and Exhibits, and no exceptions are proposed.

---

(Signature required)

**OR**

- b. Is in strict compliance with this RFP, including the terms and conditions set forth in Section IV Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto. Attachments for each proposed exception to this RFP, including, but not limited to Section III Model Contract, must include:
- i. The complete provision Respondent is taking exception to.

- 
- ii. The RFP page number and section of the provision Respondent is taking exception to.
  - iii. The suggested rewording by way of Microsoft Word track changes.
  - iv. Reason(s) for submitting the proposed exception.
  - v. Any impact the proposed exception may have on the services to be provided.

---

(Signature required)

By signing below, Respondent certifies it has read, understands, and accepts all conditions set forth in this RFP.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

**PART II  
COMPANY PROFILE**

**A. Company Information**

Company Legal Name:							
Company Legal Status (Corporation, Partnership, Sole Proprietor, etc.)							
Business Address:							
Website Address							
Telephone No:				Facsimile Number:			
E-mail Address:							
Length of time the firm has been in business: (Required minimum of 5 Years)					Length of time at current location:		
Is your firm the sole proprietor doing business under a different name:					Yes		No
If yes, please indicate sole proprietor's name and the business name:							
Is your firm incorporated:			Yes		No	If yes, State of Incorporation:	
Federal Taxpayer I.D. No:				*D-U-N-S® No			
<i>*County requires a valid D-U-N-S® number prior to Contract Award. If needed, your company may obtain one at no cost at <a href="http://www.dnb.com">www.dnb.com</a>. If you are unable to provide/obtain a D-U-N-S® number, please indicate so in your proposal/bid submission response.</i>							
Regular Business Hours:							
Regular Holidays and Hours when business is closed:							
<b>Contact person in reference to this solicitation</b>							
Telephone No:				Facsimile Number:			
E-mail Address:				Cell or Pager Number			
<b>Name of Service Manager:</b>							
Telephone No:				Facsimile Number:			
E-mail Address:				Cell or Pager Number			
<b>Contact Person for Accounts Payable</b>							
Telephone No:				Facsimile Number:			
E-mail Address:				Cell or Pager Number			

**B. COMPANY HISTORY:**

<b>Information Technology Contact:</b>			
Telephone No:		Facsimile Number:	
E-mail Address:		Cell or Pager Number	
<b>In the event of an emergency or declared disaster, the following information is required</b>			
Name of Contact individual during non-business hours:			
Telephone No:		Facsimile Number:	
E-mail Address:		Cell or Pager Number	

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

- No action pending                       No prior action                       Information Attached

**C. FINANCIAL STATUS:**

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

- No action pending                       No prior action                       Information Attached

**D. LITIGATION STATUS**

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

- No action pending                       No prior action                       Information Attached

**E. COMPANY PERFORMANCE**

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


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


**PART III****RESPONDENT'S PROPOSAL****(Complete this section and submit as Part III in the Section II of Proposal)****I. Proposal Synopsis**

Provide a brief synopsis of your understanding of the services to be provided and how your company plans to meet the County's needs. Proposals shall be no more than 20 pages; required Attachments and Exhibit do not count towards the page count.

**II. Qualification and Related Experience**

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

**1. Respondent shall provide:**

- i. A brief profile of your firm, including the name, a brief history, description of your firm, types of services offered;
  - a. The year founded;
  - b. Form of the organization (corporation, partnership, sole proprietorship)
  - c. Number of employees
  - d. Size and location of offices
  - e. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.
  - f. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP.
  - g. Describe Respondent's availability to perform requested services on County projects. Include experience with other governmental agencies in California.
- ii. **Limit each example to one (1) page.** Describe at least **three (3)** types of services examples from public sector entities/ and or clients in Southern California, comparable in size to the County of Orange for which your company has provided the services to within the last 5 years that demonstrate the Respondent's qualifications and experience which best illustrate proposed firm's qualifications for the services noted in Attachment A (Scope of Work). If the service includes sub-contractor(s), include projects examples that demonstrate qualifications and experience. These examples may be verified through a reference check and could affect the award of the contract. Examples must include the following, but are not limited to the following:
  1. Client name, title, address, and telephone number that may be contacted for a reference.
  2. Firms/Key Personnel from Attachment C of the Model Contract involved with this example of service.

3. Scope, size, location, cost, principal elements and special features of the services provided.
4. Relevance of the example project to Services.
5. Date and length of services performed.
6. Staffing project plan for the event

### III. Availability to Perform Services

- a. Describe how the proposed Large Scale Event Staffing Services will meet the requirements described in the Scope of Work (Attachment A to the Model Contract of Section III).
- b. Describe your project management approach for implementation of your proposed Large Scale Event Staffing Services within the stated deadline, including project management tools, dedicated staff and responsibilities, and project plan/timeline.

### IV. Key Personnel/Proposed Staffing

This section of the Proposal should establish the qualifications of the proposed staff to provide the services noted in the Scope of Work.

#### A. Respondent shall:

- i. Complete Attachment C of the Model Contract (included in Section III, of this Request for Proposal) and submit hereinto:
- ii. Include names, titles and current resumes of proposed key personnel detailing their technical expertise which qualifies them for proposed work, experience directly related to proposed work (identify similar projects), function and responsibility related to proposed work, qualifications licenses/certifications. This key personnel information shall be sufficient to provide confirmation to the County that the firm has adequate staff and the ability to assist in Services as needed.
  - a. Identify the key personnel that will be allocated to this project and include their credentials and responsibilities.
  - b. Identify the type of teams that will be allocated to these projects and include their credentials and responsibilities.
  - c. Identify any subcontractors that will be allocated to these projects and include their credentials and responsibilities.
  - d. Provide availability to provide staffing that can meet special requirements, such as background checks and special clearances.

### V. Organization/Completeness of Response

### VI. Compliance with the County's Model Contract

Respondents submitting exceptions to the County Model Contract in Section III of this RFP.

### VII. Cost

Respondents are to complete and submit a Price Proposal for services.





**MODEL CONTRACT NO. MA-0017-TBD**

**FOR**

**LARGE SCALE EVENT STAFFING SERVICES**

**BETWEEN**

**THE COUNTY OF ORANGE  
CEO/COUNTY PROCUREMENT OFFICE**

**AND**

**TBD**

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**CONTRACT NO. MA-017-TBD  
FOR  
STAFFING FOR LARGE SCALE EVENT STAFFING SERVICES  
WITH  
TBD**

This Contract Number MA-017-\_\_\_\_\_ (“Contract”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) between \_\_\_\_\_ (“Contractor”), with a place of business at \_\_\_\_\_ and County of Orange, a political subdivision of the State of California (“County”), through its CEO/County Procurement Office. Contractor and County may sometimes be referred to hereinafter individually as “Party” or collectively as “Parties.”

**ATTACHMENTS**

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

Attachment A – Scope of Work  
Attachment B – Payment and Compensation  
Attachment C – Key Personnel/Staffing Plan

**RECITALS**

**WHEREAS**, County issued a Request for Proposals (RFP) for an **Large Scale Event Staffing Services**; and

**WHEREAS**, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

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

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Pricing, attached hereto as Attachment B; and

**WHEREAS**, County of Orange Board of Supervisors has authorized the County Procurement Officer or designee to enter into a Contract for **Large Scale Event Staffing Services** with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

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

**ARTICLES**

**General Terms and Conditions**

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of

California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

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

federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion

and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States**

**or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

**Required Coverage Forms**

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

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

**Required Endorsements**

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

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

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

If Contractor's Professional Liability is "Claims Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

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

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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

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



instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

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

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

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing,

handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts,

records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

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

### **Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Large Scale Event Staffing Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar years from that date, unless otherwise terminated by County. Board of Supervisors may be required.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;

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

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

8. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the

County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

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

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

11. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
12. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the

prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

13. **Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

14. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and

- d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

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

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

16. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the

goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

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

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

19. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.



20. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:      Name:            TBD  
                                  Attention:  
                                  Address:  
                                  Telephone:  
                                  E-mail:

For County:            Name:            County of Orange, CEO/County Procurement Office  
                                  Attention:  
                                  Address:  
                                  Telephone:  
                                  E-mail:

CC:                      Name:            County of Orange, CEO  
                                  Attention:  
                                  Address:  
                                  Telephone:  
                                  E-mail:

21. **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
22. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination and submission of a termination claim, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract and subject to Article 3 and 12, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract..

23. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
24. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
25. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
  - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
  - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
26. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
27. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
28. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

29. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
31. **Contract Work Hours and Safety Standards Act:**
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**32. Clean Air Act and The Federal Water Pollution Control Act:**

**Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**33. Suspension and Debarment:**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. with the clauses set forth in paragraphs (1) through (4) of this section.

**34. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C.

**35. Procurement of Recovered Materials:**

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**36. Access To Records:**

- (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**36. Department of Homeland Security (DHS) Seal, Logo, And Flags:**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**37. Compliance with Federal Law, Regulations, And Executive Orders:**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

38. **No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

39. **Program Fraud and False Or Fraudulent Statements Or Related Acts:**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. TBD the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: TBD**

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

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County of Orange, a political subdivision of the State of California

_____	_____
Print Name	Title
_____	_____
Signature	Date

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Approved as to Form  
Office of the County Counsel  
County of Orange, California

_____	_____
Print Name	Title
_____	_____
Signature	Date

## **ATTACHMENT A SCOPE OF WORK**

### **I. BACKGROUND / INTRODUCTION:**

The County of Orange is comprised of 21 departments with over 17,000 employees that provide services in the areas of public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide Large Event Temporary Staffing and Related Logistical and Other Services to various County departments located throughout County of Orange and other governmental entities in Orange County. Temporary Staffing Services will be “service specific” and on an as-needed basis, and usage is not guaranteed. Location request(s) may vary, and service hours may be increased or decreased at a given location at any time.

### **II. CONTRACTOR RESPONSIBILITIES:**

- A. Contractor will be responsible for obtaining sufficient information from the individual requesting department regarding each request to adequately fulfill the County’s requirements.
- B. Quality: Contractor shall be responsible for the professional quality and technical competence of personnel supplied to the County. Further, the Contractor shall be responsible for the coordination of all efforts and other services provided by the Contractor under this Contract.
- C. Confidentiality: Contractor shall be responsible for seeing that its employees maintain confidentiality of all information and County records that may become accessible to its employees at the job site/location. All rules, regulations, statutory laws and internal policies must be strictly adhered to by the Contractor’s employees and/or staff.

### **III. COUNTY RESPONSIBILITIES:**

- A. County will provide Contractor with sufficient information regarding duties and responsibilities of each large event temp service request to adequately fulfill the County’s required position title.
- B. County departments wishing to utilize this RCA will include a scope of work and pricing structure in their subordinate contract that is specific to their large scale event and other service needs.
- C. County will ensure each employee is performing the assigned duties to the County’s satisfaction. The County will be the sole judge of satisfactory performance.

### **IV. ADDITIONAL REQUIREMENTS:**

- A. Contractor must be available 24 hours a day and must be capable of serving north, south and central Orange County.
- B. Employees must pass background or other required clearances as may require per specific large event.
- C. Contractor must arrange to provide Contractor employee with some form of communication devise/equipment(s) such as mobile phones, to allow Contractor employee to correspond with County departments when necessary.
- D. Contractor will handle all W2, tax requirements and payroll.
- E. Contractor will provide various logistics as required per specific large event; including but not limited to vehicle/equipment rental, warehouse/inventory management, etc.)



**ATTACHMENT B  
PAYMENT AND COMPENSATION**

*Respondents are to quote their most competitive fees and submit a Price Proposal with their submission. The quoted prices shall include all labor, materials, equipment, insurance coverage, permits, licenses, preparation of all faxed and mailed/delivered reports, and all other fees to provide the services specified herein. The hourly rate provided for the Event Coordinator will be used for the scoring of the cost criteria. All other pricing will be negotiated at time of contract award.*

**I. COMPENSATION:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

**II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

**A. RATES**

Description	Hourly Rate	Overtime Rate
Event Coordinator		

**III. SERVICE CANCELLATION:** County shall notify Contractor at least 7 days prior to cancel services.

**IV. SHIFT CANCELLATIONS:** County shall notify Contractor of shift cancellations at a minimum of 48 hours in advance of the start of a shift, for which staffing services were requested by County.

**V. PRICE INCREASE/DECREASES:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

**VI. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**VII. CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

**VIII. PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted biweekly to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 15 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

COUNTY shall notify Contractor promptly of any billing dispute, and pay any non-disputed amounts of the invoice, net 15 days after receipt of invoice.

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

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

Notwithstanding anything to the contrary contained in the General Terms and Conditions, the Additional Terms and Conditions, and the Scope of Work, including Attachment B thereto, Contractor shall have the right to suspend performance of all services in the event that County is more than five (5) business days late in the payment of an invoice until such time as the delinquent invoice has been paid.

**IX. TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

**X. PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. RCA # and Delivery Order (DO) number
- g. Agency/Department's Account Number, if applicable
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

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

Invoice and support documentation are to be forwarded to: **Contracted Agency**

**XI. PAYMENT (ELECTRONIC FUNDS TRANSFER)**

County offers Contractor 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. Contractor may request a form from the agency/department representative listed in the Contract.

**ATTACHMENT C  
KEY PERSONNEL/STAFFING PLAN**

**I. KEY PERSONNEL**

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

<b>Name</b>	<b>Classification /Designation</b>	<b>Year of Experience</b>	<b>Years with Company</b>	<b>Professional Licenses or Credentials</b>

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

**II. SUBCONTRACTORS**

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

<b>Company Name &amp; Address</b>	<b>Contact Name and Telephone Number</b>	<b>Project Function</b>

**EXHIBIT 1****COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS**

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

1. A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
2. Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at [www.OCLSBverify.com](http://www.OCLSBverify.com), search their legal company/business name in the County's database and print the OCLSB Certification.
  - a. Business name shall match the Company Legal Name specified on the Company Profile.
3. OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
4. 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 in order to compete as an OLSB.

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

1. A business must be certified with DGS as a DVBE - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
2. DVBE 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.
3. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the DVBE Certification are required and must be returned with the solicitation response in order to compete as a DVBE.

OCLSB or DVBE Preference provides for the following:

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

2. Request for Proposal - RFP

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

Dual OCLSB and DVBE Preference provides for the following:

1. Business Certified as OCLSB and DVBE

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

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

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

- (1) Local Business requirements:
a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
b) has:
i. a business address located in the County of Orange that is not a post office box, or
ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.
(2) Small Business requirements:
a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

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

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

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

[ ] OCLSB [ ] DVBE

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

Print Name

Title

Authorized Signature

Date

Please check one or both below:

[ ] OCLSB Certificate attached [ ] State of California DVBE Certification attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:



<p>Addendum #1 to RFP-017-2258002-HH Large Scale Event Staffing Services</p>
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Date: June 8, 2022

**TO ALL RESPONDENTS**

This addendum forms part of the Request for Proposal (RFP) documents and in case of a conflict between specifications and this addendum; the addendum shall govern.

The following changes and clarifications shall be made to the RFP documents:

**CHANGES:**

**1. RFP page 11 of 51, B. Minimum Qualifications has been amended to add the following:**

- 3. Have five (5) years consecutive, recent experience in organizing large scale events for a public agency. Please provide examples of a minimum of 3 large events with at least 500 staff, where Respondent was the prime contractor. Services should also include logistical support such as vehicle rentals, warehouse management, or other type services. Provide the following to satisfy this requirement:
  - a. Client name, title, address, and telephone number that may be contacted for a reference.
  - b. Scope, size, location, cost, principal elements and special features of the services provided.
  - c. Date and length of services performed.
  - d. Staffing project plan for the event

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1-COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.**

I have read and understand and agree to this addendum, and I am submitting a proposal in response to this solicitation.		
Date: _____ Company Name: _____		
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

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





County of Orange  
 Addendum #2  
 to  
 RFP-017-2258002-HH  
 Large Scale Event Staffing  
 Services

Date: June 9, 2022

**TO ALL RESPONDENTS**

This addendum forms part of the Request for Proposal (RFP) documents and in case of a conflict between specifications and this addendum; the addendum shall govern.

The following changes and clarifications shall be made to the RFP documents:

**CHANGES:**

**1. RFP page 11 of 51, b. Minimum qualifications has been amended to be replaced with the following:**

- 3. Have five (5) years consecutive, recent experience in organizing large scale events. Please provide at least 3 event examples for a public entity, with at least one event requiring over 500 staff, where respondent was the prime contractor. Services should also include logistical support such as vehicle rentals, warehouse management, or other type services. Provide the following to satisfy this requirement:
  - a. Client name, title, address, and telephone number that may be contacted for a reference.
  - b. Scope, size, location, cost, principal elements and special features of the services provided.
  - c. Date and length of services performed.
  - d. Staffing project plan for the event

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1- COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.**

I have read and understand and agree to this addendum, and I am submitting a proposal in response to this solicitation.		
Date: _____ Company Name: _____		
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

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



County of Orange  
 Addendum #3  
 to  
 RFP-017-2258002-HH  
 Large Scale Event Staffing  
 Services

Date: June 13, 2022

**TO ALL RESPONDENTS**

This addendum forms part of the Request for Proposal (RFP) documents and in case of a conflict between specifications and this addendum; the addendum shall govern.

The following changes and clarifications shall be made to the RFP documents:

**CLARIFICATION:**

1. **Addendum #2 was to add question number 3 below to RFP page 11 of 51, B. Minimum qualifications and not replace Minimum Qualifications #1 and #2.**
  
3. Have five (5) years consecutive, recent experience in organizing large scale events. Please provide at least 3 event examples for a public entity, with at least one event requiring over 500 staff, where respondent was the prime contractor. Services should also include logistical support such as vehicle rentals, warehouse management, or other type services. Provide the following to satisfy this requirement:
  - a. Client name, title, address, and telephone number that may be contacted for a reference.
  - b. Scope, size, location, cost, principal elements and special features of the services provided.
  - c. Date and length of services performed.
  - d. Staffing project plan for the event

**CHANGES:**

1. Fees and Charges of Attachment B has been amended and replaced with the following:

<b>A. Rates</b>		
<b>Classification/Title</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
<b>Manager</b>		
<b>Team Lead</b>		
<b>Genera Event Staff</b>		

2. Section VII. of Part III Respondents Proposal shall be amended and replaced with the following:

- VII. Cost:
- A. Respondents are to submit a Price Proposal for services.
  - B. Respondent shall use the following for their Price Proposal, Respondents may add additional Classifications/titles, as needed.
    - i. Manager – Responsible for overseeing all elements of the event, including logistics, other vendors, and the staff Manger is the primary

- point of contact onsite for the event, and must be able to troubleshoot onsite as needed.
- ii. Team Lead – Lead is responsible for management of their team of staff in a designated area/section of the event. Team leads may be responsible for a team of 10-15 team members, and are responsible for checking in and out staff, timesheets, and break implementation.
- iii. General Event Staff – Staff is responsible for general event duties such as directional support, greeters, sign holders, traffic flow, line management, etc.

C. The rate of the Manager will be used to determine the points for the criteria portion of the RFP. It will be based on a ratio with the lowest rate receiving the max points.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1- COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.**

I have read and understand and agree to this addendum, and I am submitting a proposal in response to this solicitation.		
Date: _____ Company Name: _____		
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

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

## Question and Answers for Bid #RFP-017-2258002-HH - LARGE SCALE EVENT STAFFING SERVICES

### Overall Bid Questions

#### Question 1

In regards to the minimum requirements section of the RFP, can you please confirm if 5 years of consecutive work with a public agency is required, or if the 3 events need to be within 5 years?

Secondly, do all 3 events need to be with a public agency?

Thirdly, are all 3 events required to have 500 staff or more? (Submitted: Jun 9, 2022 1:00:33 PM PDT)

#### Answer

- Please see attached addendum #2 for clarification. (Answered: Jun 9, 2022 2:55:45 PM PDT)

#### Question 2

Regarding the Fees and Charges Section of the RFP, can you please provide additional information regarding the job duties and requirements for the Event Coordinator role? (Submitted: Jun 9, 2022 3:10:44 PM PDT)

#### Answer

- Please see addendum #3 (Answered: Jun 13, 2022 3:59:34 PM PDT)

#### Question 3

In the RFP, exact position is not clearly mention, Please Clarify the exact positions for which the Price Proposal will be send. (Submitted: Jun 9, 2022 4:06:54 PM PDT)

#### Answer

- Please see addendum #3 (Answered: Jun 13, 2022 3:59:34 PM PDT)

#### Question 4

We are a Minority Owned business and we would like to partner as a MBE/HUB subcontractor. Could you provide the list of the current bidders? (Submitted: Jun 10, 2022 8:07:26 AM PDT)

#### Answer

- There is not a list of current bidders, this is a new solicitation. (Answered: Jun 10, 2022 9:30:32 AM PDT)

#### Question 5

1. How many workers are required on a weekly basis?
2. How many work sites are there?
3. How many vendors do you intend to award?
4. What are the bill rates and pay rates of your current vendors?
5. What is the estimated contract value?
6. Why is this solicitation being put out to bid?
7. Are pay/bill ranges allowed?
8. If multiple vendors are awarded, how are job tasks distributed?
9. Please describe what sort of events the temporary staff will work at.

10. Are "Event Coordinators" in a supervisory position?
11. How much time will the vendor have to provide staff upon request?
12. Does a physical proposal need to be mailed to you along with a virtual one? **(Submitted: Jun 14, 2022 5:53:44 AM PDT)**

**Answer**

- 1. This is an as needed basis, for various County events. There is nothing scheduled at this time.
2. There are 22 County agencies that will have the ability to utilize these services for events, as needed.
3. Per Part 9 of Section C. General Information, the County reserves the right to award its total requirements to one Respondent or to apportion those requirements among two or more Respondent as the County may deem to be in its best interests.
4. There are no current contracts for Large Event Planning Services.
5. There is no guarantee of usage for services, services will be requested by one of the 22 County departments as needed.
6. To establish a contract for County departments to utilize services, as needed.
7. Please provide rates using the classification/titles on Attachment B.
8. Per Part 9 of Section C. General Information, the County reserves the right to award its total requirements to one Respondent or to apportion those requirements among two or more Respondent as the County may deem to be in its best interests.
9. The scope of services will be negotiated upon request by the County.
10. Please see Addendum #3
11. The scope of services will be negotiated upon request of the County.
12. Only proposals submitted through the County's online bidding system will be accepted. Please see Part A of Section II Proposal Response Requirements. **(Answered: Jun 16, 2022 11:35:37 PM PDT)**