

## Solicitation 027-545889-AP

# QUEST AUDITING AND SECURITY SOFTWARE MAINTENANCE RENEWAL



County of Orange

## Bid 027-545889-AP QUEST AUDITING AND SECURITY SOFTWARE MAINTENANCE RENEWAL

**Bid Number** 027-545889-AP  
**Bid Title** QUEST AUDITING AND SECURITY SOFTWARE MAINTENANCE RENEWAL  
  
**Bid Start Date** Jan 28, 2011 4:00:26 PM PST  
**Bid End Date** Feb 18, 2011 4:00:00 PM PST  
**Question & Answer End Date** Feb 9, 2011 4:00:00 PM PST  
  
**Bid Contact** Araceli Perez  
 aracelip@css.ocgov.com  
  
**Contract Duration** 1 year  
**Contract Renewal** 3 annual renewals  
**Prices Good for** 90 days  
  
**Standard Disclaimer** The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.  
**Bid Comments** THIS IS A FULLY ELECTRONIC BID. ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED SUBMITTED VIA WWW.BIDSYNC.COM.  
  
 BIDDERS SHALL BID LINE ITEMS EXACTLY AS SPECIFIED IN THIS SOLICITATION.  
  
 ONLY BIDS FROM AN AUTHORIZED RESELLER OR DISTRIBUTOR WILL BE ACCEPTED.  
  
 THE PROPOSED CONTRACT (HEREINAFTER REFERRED TO AS "CONTRACT") WILL BE IN EFFECT APRIL 30, 2011 THROUGH AND INCLUDING APRIL 29, 2012.  
  
 FOR THE PURPOSE OF THE CONTRACT, A COUNTY INFORMATION TECHNOLOGY REPRESENTATIVE, OR DESIGNEE, SHALL ACT AS THE COUNTY PROJECT MANAGER.  
  
 COUNTY FACILITY LOCATION:  
 1015-1055 N. MAIN STREET  
 SANTA ANA, CA 92701  
  
 AWARD WILL BE TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER.

### Item Response Form

**Item** 027-545889-AP-1-01 - CHANGEAUDITOR MAINTENANCE RENEWAL  
**Quantity** 869 each  
**Unit Price**   
**Delivery Location** County of Orange  
094 - CHILD SUPPORT SERVICES  
 1055 N MAIN ST  
 SANTA ANA CA 92701  
 Qty 869

**Description**

CHANGEAUDITOR FOR AD PER ENABLED USER ACCT  
 MAINTENANCE PERIOD: 04/30/11 - 04/30/12  
 PRODUCT NO. QCA-NPO-PS  
 1-647AWX

Item **027-545889-AP-1-02 - CHANGEAUDITOR MAINTENANCE RENEWAL**

Quantity **869 each**

Unit Price

Delivery Location **County of Orange**  
094 - CHILD SUPPORT SERVICES  
 1055 N MAIN ST  
 SANTA ANA CA 92701  
**Qty 869**

**Description**

CHANGEAUDITOR FOR EXCHANGE PER MANAGED MAILBOX  
 MAINTENANCE PERIOD: 04/30/11 - 04/29/12  
 PRODUCT NUMBER: QCB-NPO-PS  
 1-647AWX

Item **027-545889-AP-1-03 - CHANGEAUDITOR MAINTENANCE RENEWAL**

Quantity **869 each**

Unit Price

Delivery Location **County of Orange**  
094 - CHILD SUPPORT SERVICES  
 1055 N MAIN ST  
 SANTA ANA CA 92701  
**Qty 869**

**Description**

CHANGEAUDITOR FOR WINDOWS FILE SERVERS PER ENABLED USER ACCT  
 MAINTENANCE PERIOD: 04/30/11 - 04/29/12  
 PRODUCT NO. QCC-NPO-PS  
 1-647AWX

Item **027-545889-AP-1-04 - QUEST RECOVERY MANAGER MAINTENANCE RENEWAL**

Quantity **869 each**

Unit Price

Delivery Location **County of Orange**  
094 - CHILD SUPPORT SERVICES  
 1055 N MAIN ST  
 SANTA ANA CA 92701  
**Qty 869**

**Description**

QUEST RECOVERY MANAGER FOR AD PER ENABLED USER ACCT  
 MAINTENANCE PERIOD: 04/30/11 - 04/19/12  
 PRODUCT NO. RMA-ATA-PS

1-647AWX

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Item **027-545889-AP-1-05 - QUEST ACTIVEROLES SERVER MAINTENANCE RENEWAL**  
Quantity **869 each**  
Unit Price   
Delivery Location **County of Orange**  
094 - CHILD SUPPORT SERVICES  
1055 N MAIN ST  
SANTA ANA CA 92701  
Qty 869

**Description**

QUEST ACTIVEROLES SERVER PER ENABLED USER ACCT  
MAINTENANCE PERIOD: 04/30/11 - 04/29/12  
PRODUCT NO. ACD-DMX-PS  
1-647AWX

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Item **027-545889-AP-1-06 - QUEST INTRUST MAINTENANCE RENEWAL**  
Quantity **869 each**  
Unit Price   
Delivery Location **County of Orange**  
094 - CHILD SUPPORT SERVICES  
1055 N MAIN ST  
SANTA ANA CA 92701  
Qty 869

**Description**

QUEST INTRUST PER ENABLED USER ACCT  
MAINTENANCE PERIOD: 04/30/11 - 04/29/12  
PRODUCT NO. IPU-ATA-PS  
1-647AWX



**COUNTY OF ORANGE**

**DEPT**

**SOLICITAION NUMBER:  
027-545889-AP**

**FOR:**

**QUEST AUDITING AND SECURITY SOFTWARE  
MAINTENANCE RENEWAL**

## County of Orange – Bidder Instructions

### 1. DEFINITIONS:

- a. "**Bid**" means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods or services at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or non-competitively bid contract.
- b. "**Bidder**" means a supplier who submits a bid to the County in response to a solicitation.
- c. "**Solicitation**" means the process, by whatever name known or in whatever format used, of notifying prospective bidders that the County wishes to receive bids for furnishing goods or services.
- d. "**Supplier**" means a business entity, bidder, offeror, vendor or contractor.
- e. "**County**" means the County of Orange.

### 2. SUBMISSION OF BIDS:

- a. Bids must be hand delivered or sent via U.S. Mail or common carrier unless another method is specifically authorized in the solicitation.
- b. Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the County to be considered for award.
- c. The bidder is solely responsible for ensuring that the full bid is received by the County in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The County shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
- d. Bids received after the bid closing date and time will be considered nonresponsive.
- e. If no time for receipt of bids is specified in the solicitation, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST).
- f. Generally, sealed bids will be opened and read on the due date unless another date and time is specified in the solicitation or any addendum thereto or the reverse auction terms and conditions are included in the solicitation. When a County Agency/Department facilitates a reverse auction, all bids shall remain confidential before and during the auction. Information is not public, including the number and names of the responders, until the Notice of Intent to Award or contract award is published, whichever occurs first.
- g. Faxed bid responses will NOT be allowed.
- h. All bids received by the County and opened are subject to disclosure under the California Public Records Act, and other applicable law.
- i. It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If responding to this solicitation through BidSync, the electronic version of the bid response will prevail. The County of Orange is not responsible for and accepts no liability for any technical problems that result from conducting business electronically.
- j. The County shall not be liable for any expenses incurred by potential Bidders in the preparation or submission of their bids. The County shall not, in an event, be liable for any pre-contractual expenses incurred by Bidders prior to the date of award and execution, if any, of the Contract. Pre-contractual expenses are defined as expenses incurred by the Bidder in: a) preparing its bid in response to this IFB; b) submitting that bid to the County; c) negotiating with the County any matter related to the Bidder's bid; and d) any other expenses incurred by the Bidder prior to the date of award and execution, if any, of the Contract.
- k. Bids are not to be marked as confidential or proprietary. The County shall refuse to consider any bid so marked. Additionally, all bids shall become the property of the County. The County reserves the right to make use of any information or ideas in the bids submitted.
- l. If clarification of this IFB is considered necessary, a written addendum shall be issued. Oral statement(s) concerning the meaning of the contents of this IFB by County personnel or any other person is (are) unauthorized and should not be relied upon. All inquiries concerning this IFB should be directed to the assigned DPA (Deputy Purchasing Agent) per the instructions in the IFB.
- m. Bidders shall be solely responsible for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.
- n. The Model Contract contained in this solicitation is the Contract proposed for execution. Negotiations may or may not be conducted with the finalists; therefore, the response submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion. Any exceptions to the terms and conditions made by any Offeror after submission of its response may result in elimination from further consideration.
- o. Any exceptions to the County's terms and conditions must be clearly stated in responses to this solicitation. Any exception must include the details of the exception and the reasons for it. The County reserves the right to disqualify vendors taking exception to its terms and conditions. Vendors taking exception after notice of award will be disqualified from award of contract.

### 3. SOLICITATION ADDENDUM (ADDENDA):

- a. The County of Orange does not guarantee that you will receive the addenda to this solicitation unless you received

notification of this solicitation by e-mail from BidSync on behalf of the County of Orange. Bidders registered on BidSync will receive an email notification when an addendum has been created. A link to the County of Orange's online bidding web site can be found at: <http://egov.ocgov.com/ocgov/Procurement/Open%20Bids>.

It is the Bidder's responsibility to request all additional information and/or modifications to this solicitation.

- b. In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda that the buyer requires to be submitted.
- c. Price(s) offered shall reflect all addenda issued by the County. Failure to do so will permit the County to interpret the bid to include all addenda issued in any resulting contract.

#### 4. PRICES:

- a. All prices and notations must be typewritten.
- b. All prices must be bid in U.S. currency.
- c. Unit prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$.56726 each would exceed this limitation. Unit prices which exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be truncated (i.e., dropped off) leaving a unit price of \$.5672 each.
- d. An error in the bid may cause the rejection of that bid; however, the County may at its sole option retain the bid and make certain arithmetic corrections. In determining if a correction will be made, the County will consider the conformance of the bid to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.
  - i. If the bidder's intent is clearly established based on review of the complete bid submittal, the County may at its sole option correct an error based on that established intent.
  - ii. The County may at its sole option correct obvious clerical errors.
  - iii. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the "Extension" price by the quantity of the item.
  - iv. Out of state contractors must include California Sales Tax permit number.
  - v. Prices quoted shall be firm for the first period of the price agreement.
  - vi. Cost increases may be considered during Contract renewal periods only. The County requires bona fide proof of cost increases prior to any price escalation adjustment. A minimum of 30 (thirty) days advance notice in writing is required to secure such adjustments. When offering escalating price bids, quote applicable labor and material separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price agreements as it sees fit. The net dollar amount of profit will remain firm during the period of the price agreement. Adjustments increasing Contractor's profit will not be allowed.
  - vii. All decreases will be automatically extended to the County

- 5. **CASH DISCOUNTS:** The County encourages bidders to offer cash discounts for prompt payment etc.; however, unless provided elsewhere in the solicitation, cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers to determine the successful bidder for award of any resulting contract.

- 6. **INSPECTION OF SOLICITATION DOCUMENTS:** Supplier shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the supplier's sole risk.

- 7. **BRAND NAMES:** Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brand. Unless bidder specifies otherwise, it is understood that the bidder is offering a referenced brand item as specified in the solicitation. The County reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the County may require the supply of additional descriptive material and a sample.

#### 8. EVALUATION OF BIDS:

- a. Where more than one line item is specified in the solicitation, the County reserves the right to determine the lowest, responsive and responsible bidder, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
- b. Unless otherwise specified in the solicitation, the County may accept any item or combination of items as specified in the solicitation, of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, the County may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest price to the County or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.
- c. All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.

#### 9. CONFLICT OF INTEREST:

- a. Current County Employees (PCC Section 10410):
  - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any County Agency/Department, unless the employment, activity or enterprise is required as a condition of regular County employment.
  - ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any County agency to

provide goods or services.

- b. Former County Employees (PCC Section 10411): For the two-year period from the date he or she left County employment, no former County officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any County agency/department.
- c. For the twelve-month period from the date he or she left County employment, no former County officer or employee may enter into a contract with any County agency/department if he or she was employed by that County agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving County service.

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

**11. SAMPLES TO DETERMINE RESPONSIVENESS TO TECHNICAL REQUIREMENTS FOR PURPOSES OF AWARD:**

- a. Samples of items, when required by the County, must be furnished free of expense to the County, unless otherwise provided.
- b. Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the County.
- c. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.
- d. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at bidder's expense.
- e. Samples may be required prior to award. If requested, such samples must be delivered to the address specified and within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection.

**12. SPECIFICATION CONCERNS:**

- a. In the event a supplier believes that the County's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the buyer identified in the solicitation, in writing, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by the County prior to the closing time set to receive bids.

**13. VALIDITY OF BID:** Unless specified elsewhere in the solicitation, bidder's bid shall be valid for a minimum of one hundred eighty (180) days following the bid closing date.

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

**15. COUNTY'S RIGHTS:**

- a. The County reserves the right to modify or cancel in whole or in part its solicitation at any time without prior notice.
- b. The County reserves the right to reject any or all bids if the County determines that a bidder's bid was non-responsive to the solicitation requirements and to waive informalities and minor irregularities in bids received.
- c. The County reserves the right to reject any or all bids if the County determines that a bidder is not a responsible supplier.
- d. Award final Contract with the lowest, responsive, responsible Bidder or Bidders as necessary to serve the best interests of the County may require.
- e. Award its total requirement to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests.
- f. Make no guarantee as to the usage of the services by the County. The County furthermore makes no representation that any Contract will be awarded to any Bidder responding to this IFB.'
- g. All bids received may be public record after opening. Bids are not to be marked as confidential or proprietary. The County shall refuse to consider any bid so marked. Bids must be submitted in response to this IFB may be subject to public disclosure as permitted by the California Public Records Act. Additionally, all bids shall become the property of the County. The County reserves the right to make use of any information or ideas in the bids submitted.
- h. Waive, at its discretion, any irregularity or informality which the County deems correctable or otherwise not warranting rejection of the bid.
- i. Make final award determination based on the lowest responsive, responsible bid, but award will be contingent upon agency/department approval, including a review of qualifications, and the successful bidder must have met all the qualifications/requirements set forth herein.

**16. UNFAIR PRACTICES ACT AND OTHER LAWS:** Supplier warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.

**17. VIOLATION OF AIR OR WATER POLLUTION LAWS:**



- a. Prior to an award, the County shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardees' identity or status as a person who is in violation of any County, State, or federal air or water pollution law, the County will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the County that the intended awardee is such a person.
- b. No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of County, State, or federal air or water pollution control laws.

**18. INDEPENDENCE OF BID:** By submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

**19. PROTESTS:** All protests shall be submitted on protester's letterhead and include at minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested

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

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

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

1300 S. Grand Ave., Bldg A Santa Ana, CA 92705

The decision of the County Purchasing Agent 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.

**20. INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS:** Any independent contractor, prior to being awarded a purchase order which contains services, must provide certain information pertaining to its business to the County. The County, in accordance with Unemployment Insurance Code Section 1088.8, will report such information to the Employment Development Department. By submitting a bid, bidder acknowledges this information is required and that it is being reported to the Employment Development Department.

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

**21. Orange County Child Support:** To comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of contract but prior to official award of contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

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

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

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

**CONTRACT MA-027-11000000**  
**FOR**  
**QUEST AUDITING AND SECURITY SOFTWARE MAINTENANCE**  
**BETWEEN**  
**ORANGE COUNTY**  
**DEPARTMENT OF CHILD SUPPORT SERVICES**  
**AND**  
**CONTRACTOR**

This Agreement hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, with a place of business at , hereinafter referred to as "Contractor" and County of Orange, a political Subdivision of the State of California, hereinafter referred to as "County," for its Department of Child Support Services which may be referred individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, Contractor responded to County issued Invitation for Bid (IFB) offering the complete Statement of Services as requested in Attachment A, and Contractor has represented that its proposed goods and services shall meet or exceed County's requirements and specifications as set forth herein; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for provisions of Quest Auditing and Security Software Maintenance;

**NOW, THEREFORE**, the Parties mutually agree as follows:

**GENERAL TERMS AND CONDITIONS**

**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 Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, and Exhibit I, which have been incorporated, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between 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 equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by Parties; no oral understanding or agreement not incorporated herein shall be binding on either of Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- 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 description, 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 advance after satisfactory acceptance by County and in accordance to Attachment B, Cost/Payment Terms.
- G. **Warranty:** Contractor expressly warrants that the goods/services 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 indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", 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 "P" 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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 all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. 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 terminate this Contract without penalty immediately with cause or after 30 days' written notice without

cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract and 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 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. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **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.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **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.
- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **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.

- U. **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.
- V. **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 "P" above, 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.
- W. **Freight (F.O.B. Destination):** 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.
- X. **Pricing:** Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of 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 Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of Parties and this Contract.

- FF. **Authority:** Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** 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 Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

#### Additional Terms and Conditions

- 1 **Statement of Services:** Services to be performed by Contractor shall consist of the Statement of Services specified in Attachment A. Attachment A is attached and incorporated herein by this reference.
- 2 **Term:** This Contract shall commence April 30, 2011 and shall continue in effect for one (1) year from that date, unless otherwise terminated by County. This Contract may be renewed up to three (3) additional one year periods, upon written agreement of both parties. County does not have to give a reason if it decides not to renew.
- 3 **Compensation:** Compensation shall be paid to Contractor for its satisfactory performance under this Contract in accordance with Attachment B. Attachment B is attached hereto and incorporated by this reference.
- 4 **Monetary Limit:** This Contract shall have a monetary limit of \_\_\_\_\_ dollars (\$0.00). County shall not be responsible for any expenditure overruns and will not pay for work exceeding the monetary limit of the contract unless a change order to cover those costs has been issued by the Deputy Purchasing Agent in advance.
- 5 **Precedence:** Contract documents will consist of this Contract including its Attachments and Exhibits. In the event of a conflict between this Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
- 6 **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, this Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- 7 Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier Contractors and third parties associated with accomplishing the work hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.
- 8 Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
- 9 County and Contractor Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor. Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. County's project manager shall have the right to require the removal and replacement of Contractor's project manager from providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.
- 10 Orderly Termination:** 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 execution of this Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 11 County Of Orange Child Support Enforcement (Exhibit I – Blank County of Orange Child Support Enforcement Certification Requirements Form):**
- In order to comply with the child support enforcement requirements of County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to County agency/department deputy purchasing agent.
- Failure of Contractor to timely submit the data and/or certifications required may result in this Contract being awarded to another Contractor. In the event a Contract has been issued, failure of Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Contract. Failure to cure such breach within 60 calendar days of notice from County shall constitute grounds for termination of this Contract.
- 12 Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
- 13 Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time. Each individual contract executed by a County agency/department and Contractor shall clearly set forth the name and address for notices. The names and addresses for Contract shall be as follows:

For Contractor:

Contractor's Name

Attn:

Address

Address

(000) 000-0000

E-mail:

For County:

County of Orange

Department of Child Support Services

1055 N Main Street

Santa Ana, CA 92701

Attn: Araceli Perez

Deputy Purchasing Agent

(714) 347-8927

(714) 347-8900 Fax

- 14 Incorporation:** Attachments A through B and Exhibit I are attached hereto and hereby incorporated by reference and made a part of this Contract.
- 15 Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at prices listed in this Contract, regardless of quantity requested.
- 16 Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
- 17 Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which s accounting principles. These records shall be stored in Orange County for a period of three years after hall correctly reflect the business transacted by Contractor in accordance with generally accepted final payment is received from County. Storage of records in another county will require written approval from the County of Orange assigned buyer.
- 18 Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County)access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of this Contract including, but not limited to, the costs of administering this Contract. County will provide reasonable notice of such an audit or inspection. County reserves the right to audit and verify Contractor's records before final payment is made. Contractor 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

**19 Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this contract are developed by the contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.

**20 Software – Maintenance:** The correction of any residual errors in any software products which may be discovered by the contractor or by the County will be considered maintenance. Such maintenance will be performed by the contractor without additional charge for the duration of this contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

1. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the contractor along with a completed copy of the appropriate contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
2. Errors in the software product as verified by the contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this contract. If the contractor is called upon by the state to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the contract.

**21 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.

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

**23 Debarment:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation by any Federal department or agency. Contractor acknowledges that debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in termination of this Contract.

**24 Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition. Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

**Signature Page**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**Contractor\*:**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\*\*\*\*\*

**County Of Orange**

A political subdivision of the State of California

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\*If a corporation, the document must be signed by two specific corporate officers.

The first signature must be either the (1) Chairman of the Board, (2) President, or any (3) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurers.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**ATTACHMENT A**  
**STATEMENT OF SERVICES**

**A. Contractor's Responsibilities:**

**I. Software Product**

Contractor shall provide software maintenance and support for following licensed software products:

Product No.	Description	Qty.
QCA-NPO_PS	CHANGE AUDITOR FOR AD PER ENABLED USER ACCT	869
QCB-NPO-PS	CHANGEAUDITOR FOR EXCHANGE PER MANAGED MAILBOX	869
QCC-NPO-PS	CHANGEAUDITOR FOR WINDOWS FILE SERVERS PER ENABLED USER ACCT	869
RMA-ATA-PS	QUEST RECOVERY MANAGER FOR AD PER ENABLED USER ACCT	869
ACD-DMX-PS	QUEST ACTIVEROLES SERVER PER ENABLED USER ACCT	869
IPU-ATA-PS	QUEST INTRUST PER ENABLED USER ACCT	869

**II. Annual Maintenance and Support**

Contractor shall provide maintenance and support that includes but isn't limited to unlimited technical support and access to version upgrades, updates and any necessary fixes. Standard support hours are from 8 a.m. - 5p.m. Pacific Standard Time.

**ATTACHMENT B****COST/PAYMENT TERMS**

This is a fixed price Contract between County and Contractor for services to be provided per Attachment A, Statement of Services.

In accordance with the provisions of Article 3 of the Additional Terms and Conditions, Contractor shall only be compensated, as set forth herein below, for work performed in accordance with the Statement of Services. County shall have no obligation to pay any sum in excess of set ceiling price unless authorized by Amendment in accordance with Article C of the General Terms and Conditions.

**A. Payment/Invoicing Instructions:**

Invoices are to be sent to:  
 Orange County  
 Department of Child Support Services  
 Attn: Accounts Payable  
 P.O. Box 22099  
 Santa Ana, CA 92702

Acceptable invoicing format:

Contractor shall provide a two-part invoice for services rendered. Each invoice shall have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. Name of County agency/department
4. Contract number
5. Service Description
6. Service description, quantity, and prices
7. Sales tax, if applicable
8. Total

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

**B. Terms:**

Payment shall be made in advance, within thirty (30) calendar days upon County Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by County's Contract Administrator and is subject to routine processing requirements of County.

Payments made by County shall not preclude the right of 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 services.

**C. Pricing and Payment Schedule:**

Payment shall only be in accordance with the schedule shown below. An annual payment of \$0.00 shall be made in advance. County will not pay for any additional items not itemized in the schedule below. In the event the Contract is terminated, Contractor shall immediately refund 1/12<sup>th</sup> of the Total Annual Price for each month or portion thereof remaining in the one year term of this Contract.

Product No.	Description	Qty.	Unit Price	Extended Price
QCA-NPO_PS	CHANGE AUDITOR FOR AD PER ENABLED USER ACCT	869	\$0.00	\$0.00
QCB-NPO-PS	CHANGEAUDITOR FOR EXCHANGE PER MANAGED MAILBOX	869	\$0.00	\$0.00
QCC-NPO-PS	CHANGEAUDITOR FOR WINDOWS FILE SERVERS PER ENABLED USER ACCT	869	\$0.00	\$0.00
RMA-ATA-PS	QUEST RECOVERY MANAGER FOR AD PER ENABLED USER ACCT	869	\$0.00	\$0.00
ACD-DMX-PS	QUEST ACTIVEROLES SERVER PER ENABLED USER ACCT	869	\$0.00	\$0.00
IPU-ATA-PS	QUEST INTRUST PER ENABLED USER ACCT	869	\$0.00	\$0.00
			<b>Annual Total</b>	\$0.00

**EXHIBIT I**

**BLANK CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_

B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that \_\_\_\_\_ Company Name \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract# \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature	Name	Title
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Authorized Signature	Name	Title
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\* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

## Question and Answers for Bid #027-545889-AP - QUEST AUDITING AND SECURITY SOFTWARE MAINTENANCE RENEWAL

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Feb 9, 2011 4:00:00 PM PST