

Solicitation 280-A23016-JA

Live Scan Electronic Fingerprinting Machine



County of Orange

Bid 280-A23016-JA Live Scan Electronic Fingerprinting Machine

Bid Number	280-A23016-JA
Bid Title	Live Scan Electronic Fingerprinting Machine
Bid Start Date	May 11, 2009 3:22:54 PM PDT
Bid End Date	Jun 4, 2009 4:00:00 PM PDT
Question & Answer End Date	May 28, 2009 4:00:00 PM PDT
Bid Contact	Holly Felipe Purchasing Manager hfelipe@ocair.com
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	Not Applicable
Standard Disclaimer	The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
Bid Comments	John Wayne Airport (JWA) is soliciting bids from Vendors FBI certified to provide a TouchPrint Enhanced Definition 3500 Live Scan Fingerprint System with a 5 year maintenance agreement. This is an electronic bid and bidders are advised to carefully read the County Terms and Conditions and insurance requirements. Vendor will be required to sign the Contract upon award. Proposed equipment must: A. Meet FBI certification for Integrated Automated Fingerprint Identification System (IAFIS) and Image Quality Specifications (IQS), Appendix F. B. Be American Association of Airport Executives/Transportation Security Clearinghouse (AAAE) / (TSC) customized for transmitting all required applicant data and 10 print capture to AAAE/TSC over VPN connection. The lowest, responsive, responsible, , bidder will be required to complete the Child Support Enforcement Form, EDD Independent Contractor Reporting Requirements, Company Profile and References within seven (7) days. References and experience will be verified before contract is awarded. Awarded vendor will be required to sign a contract which is attached and may be downloaded.

Changes made on May 11, 2009 3:24:48 PM PDT

New Documents	A23016 - Contract for Fingerprinting Machine.docx
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Item Response Form

Item	280-A23016-JA-1-01 - TouchPrint 3500 Live Scan Finger print system
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Quantity 1 each
Unit Price
Delivery Location County of Orange
341 - JOHN WAYNE AIRPORT
3160 AIRWAY AVE
COSTA MESA CA 92626
Qty 1

Description

Equipment shall include:

- A. Minimum 17" built-in monitor and keyboard in a standalone cabinet or desktop configuration, roll/slap platen;
- B. Price to include a minimum one (1) year parts and labor warranty with help desk service;
- C. Freight and installation; and
- D. On-site testing and on-site training for six (6) JWA personnel.

Item 280-A23016-JA-1-02 - 1st Year Maintenance Agreement
Quantity 1 year
Unit Price
Delivery Location County of Orange
341 - JOHN WAYNE AIRPORT
3160 AIRWAY AVE
COSTA MESA CA 92626
Qty 1

Description

1st year of Maintenance Agreement with two (2) preventative maintenance visits

Item 280-A23016-JA-1-03 - 2nd Year Maintenance Agreement
Quantity 1 year
Unit Price
Delivery Location County of Orange
341 - JOHN WAYNE AIRPORT
3160 AIRWAY AVE
COSTA MESA CA 92626
Qty 1

Description

2nd year Maintenance Agreement including two (2) preventative maintenance visits

Item 280-A23016-JA-1-04 - 3rd Year Maintenance Agreement
Quantity 1 year
Unit Price
Delivery Location County of Orange
341 - JOHN WAYNE AIRPORT
3160 AIRWAY AVE
COSTA MESA CA 92626
Qty 1

Description

3rd year Maintenance Agreement including two (2) preventative maintenance visits

Item	280-A23016-JA-1-05 - 4th Year Maintenance Agreement
Quantity	1 year
Unit Price	
Delivery Location	County of Orange <u>341 - JOHN WAYNE AIRPORT</u> 3160 AIRWAY AVE COSTA MESA CA 92626 Qty 1
Description	4th year Maintenance Agreement including two (2) preventative maintenance visits

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, 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, Name, at the e-mail address set forth in Item H above, and should include the solicitation number, company name, contact person, and phone number.
- 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 this solicitation by e-mail directly from the County of Orange. Bidders should review the County of Orange's Internet web site at

<https://olb.ocgov.com> for notices of addenda. 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 awardee's 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.

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.

**County of Orange Child Support Enforcement
Certification Requirements
(blank form)**

- 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 ten (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: _____

(Additional sheets may be used if necessary)

- 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 _____ 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 ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Print Name

Title



COUNTY OF ORANGE

DEPT

**SOLICITAION NUMBER:
280-A23016-JA**

FOR:

Live Scan Electronic Fingerprinting Machine

EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc 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 www.edd.ca.gov.

To comply with the reporting requirements, County procedures for Contracting with independent Contractors mandate that the following information be completed and forwarded to the Contracting agency/department immediately upon request:

First name, middle initial and last name
 Social Security Number
 Address
 Start and expiration dates of Contract
 Amount of Contract

First Name	Middle Initial	Last Name
Address _____		
SSN _____		
Contract Number _____	Dollar value of Contract _____	
Start Date _____	Expiration Date _____	

EXHIBIT B

References

All Bidders must provide a minimum of three (3) *Letters of Reference*. The references should be from clients who are comparable in scope to the County of Orange. Include one reference from a governmental agency. References must cover services performed by your company in the past five (5) years. At least one of the references must cover services performed in the past year. Services should be similar to those services required in this solicitation.

Additionally, please complete the form below on the clients who have provided references:

References must include the name and address of the company or governmental agency and the name and telephone and facsimile numbers of contact person(s), annual agreement dollar amount of the Contract, and a brief description of the agreement/Contract work and services provided. Attach additional sheets if necessary.

1. Name of Reference:
Address:
Contact Name: Telephone Number:
Annual agreement dollar amount: Facsimile Number:
Brief Description of agreement/Contract work or services provided:
2. Name of Reference:
Address:
Contact Name: Telephone Number:
Annual agreement dollar amount: Facsimile Number:
Brief Description of agreement/Contract work or services provided:
3. Name of Reference:
Address:
Contact Name: Telephone Number:
Annual agreement dollar amount: Facsimile Number:
Brief Description of agreement/Contract work or services provided:

EXHIBIT A Company Profile

Company Name:

Business Address:

Address for mailed funds:

Telephone Number: () Facsimile Number: ()

E-mail Address:

Length of time the firm has been in business:

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:

Indicate your firm's federal tax-exempt I.D. number:

Is your firm incorporated: ☐ Yes ☐ No State of Incorporation:

Contractor license number: Expiration Date:

Regular business hours:

Regular holidays and hours when business is closed:

Contact's name in reference to this bid:

Telephone Number: () Facsimile Number: ()

E-mail Address:

Name of service manager:

Telephone Number: () Facsimile Number: ()

E-mail Address:

Name of administrator to whom customer service problems should be directed:

Telephone Number: () Facsimile Number: ()

E-mail Address:

Name administrator to whom questions regarding accounts payable should be directed:

Telephone Number: () Facsimile Number: ()

E-mail Address:

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

Name of Contact individual during non-business hours:

Telephone Number: () Facsimile Number: ()

E-mail Address:

Cellular Number:

COUNTY OF ORANGE MODEL CONTRACT:

CONTRACT *TBD*
BETWEEN
THE COUNTY OF ORANGE
AND
TBD
FOR FINGERPRINTING SYSTEM WITH MAINTENANCE

THIS Agreement, hereinafter referred to as "CONTRACT" is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and ***TBD***, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

RECITALS

WHEREAS, CONTRACTOR responded to an Invitation for Bid (IFB) for the purchase an Electronic Turnkey Live Scan Fingerprinting System with up to a five (5) year maintenance agreement for the COUNTY; and

WHEREAS, CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and

WHEREAS, CONTRACTOR agrees to provide services as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

WHEREAS, COUNTY agrees to pay CONTRACTOR the fees as more specifically described in CONTRACTOR's Pricing, attached hereto as Attachment B and incorporated herein;

NOW THEREFORE, PARTIES mutually agree as follows:

ARTICLES

COUNTY 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 which are attached hereto and incorporated herein by this reference, 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 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 COUNTY's Purchasing Agent or his designee.

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- 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 services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions, or services that do not conform to the prescribed Scope of Work.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all services have actually been received to the satisfaction of COUNTY and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** CONTRACTOR expressly warrants that goods/services covered by this CONTRACT are 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 Article "P", and as more fully described in Article "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 Article "P", it shall indemnify, defend and hold COUNTY and COUNTY Indemnities 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 the 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 sub-contractors 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.

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- K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, COUNTY has the right to 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 the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- 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. **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 for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT 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 the 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 sub-contract, shall be fully responsible for all work performed by sub-contractors.
- 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 negligent performance of 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.

Insurance Provisions: Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with COUNTY during the entire term of this CONTRACT. In addition, all sub-contractors 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.

All insurance policies required by this CONTRACT shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this CONTRACT, COUNTY may terminate this CONTRACT.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and Contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this CONTRACT shall be at least \$1,000,000 combined single limit per occurrence.

County of Orange shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by CONTRACTOR under the terms of this CONTRACT (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this CONTRACT shall be primary insurance, and any insurance maintained by COUNTY shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this CONTRACT shall give COUNTY 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

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

Commercial General Liability policy shall contain a severability of interests clause.

CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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

If CONTRACTOR fails to provide the insurance certificates and endorsements within seven days of notification by JWA/Purchasing, or designee, 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 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.

- 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 Article "P", 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 the 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.

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- 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 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 goods/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 goods/services at the time goods/services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Article "P", 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: 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, as more fully set forth in Attachment B, 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 Work 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. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision 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 of 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.
- 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 CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Services:** This CONTRACT, including Attachments, specifies the contractual terms and conditions by which COUNTY will procure services from CONTRACTOR as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A to this CONTRACT.
2. **CONTRACT Term:** The initial term of this CONTRACT shall become effective upon execution of all necessary signatures and shall continue for one (1) year from that date unless otherwise terminated as provided herein. This CONTRACT may be renewed upon expiration of the initial terms for up to four (4) consecutive one-year periods, upon mutual agreement of both PARTIES. COUNTY is not obligated to give a reason if it elects not to renew.
3. **Adjustments – Scope of Work:** No adjustments made to the scope of work will be authorized or paid for without prior written approval of COUNTY assigned Deputy Purchasing Agent (DPA).
4. **Amendments – Changes/Extra Work:** CONTRACTOR shall make no changes to this CONTRACT without COUNTY's written consent. In the event that there are new or unforeseen requirements, COUNTY with CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, CONTRACTOR's ability to deliver services, or the project schedule, CONTRACTOR shall give COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by COUNTY and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment. Said Amendment shall be issued by COUNTY assigned DPA, shall require the mutual consent of all PARTIES, and may be subject to approval by COUNTY Board of Supervisors. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

5. **Audits/Inspections:** CONTRACTOR agrees to permit COUNTY's Auditor-Controller or 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. Inspection and/or audit will be confined to those matters connected with the performance of the CONTRACT, including, but not limited to, the costs of administering the CONTRACT. COUNTY will provide reasonable notice of such an audit or inspection.

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

CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. CONTRACTOR agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right to COUNTY to audit records and interview staff of any sub-contractor 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 Coordinator.

6. **Breach of CONTRACT:** Failure of CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, shall constitute a material breach of this CONTRACT. In such event COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- Terminate CONTRACT immediately without penalty, pursuant to Article "K"— Termination herein;
 - Afford CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 - Discontinue payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach; and
 - Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to the above.
7. **Child Support Enforcement Requirements:** CONTRACTOR is required to comply with the child support enforcement requirements of COUNTY. Failure of 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 COUNTY shall constitute grounds for termination of the CONTRACT.

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- 8. Conditions Affecting Work:** 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 CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by COUNTY are expressly stated in the CONTRACT.
- 9. Conflict of Interest – CONTRACTOR's Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; CONTRACTOR's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services 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 interests of COUNTY.
- 10. Conflict of Interest – COUNTY Personnel:** COUNTY's Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- 11. 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.
- 12. Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

13. CONTRACT Disputes:

- a. PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by CONTRACTOR's Project Coordinator and COUNTY's Project Coordinator, such matter shall be brought to the attention of the COUNTY's Purchasing Agent by way of the following process:
 - i. CONTRACTOR shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless COUNTY, on its own initiative, has already rendered such a final decision.

- ii. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by COUNTY's Purchasing Agent or his designee. If COUNTY fails to render a decision within 90 days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions. COUNTY's final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of COUNTY's final decision or one year following the accrual of the cause of action, whichever is later.

- 14. **CONTRACTOR's Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on COUNTY sites during performance of work and services under this CONTRACT. COUNTY will not provide free parking for any service on COUNTY property.
- 15. **CONTRACTOR's Personnel:** CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT and possess sufficient experience and/or education to perform the services requested by COUNTY. CONTRACTOR's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by COUNTY.
- 16. **CONTRACTOR's Project Coordinator and Key Personnel:** CONTRACTOR shall appoint a Project Coordinator to direct CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Coordinator shall be subject to approval by COUNTY and shall not be changed without the written consent of COUNTY's Project Coordinator, which consent shall not be unreasonably withheld.

CONTRACTOR's Project Coordinator and CONTRACTOR personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. COUNTY's Project Coordinator shall have the right to require the removal and replacement of CONTRACTOR's Project Coordinator from providing services to COUNTY under this CONTRACT. COUNTY's Project Coordinator shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within three (3) business days after written notice by COUNTY's Project Coordinator. COUNTY's Project Coordinator shall review and approve the appointment of the replacement for CONTRACTOR's Project Coordinator. COUNTY is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR's Project Coordinator from providing services to COUNTY under this CONTRACT.

- 17. **CONTRACTOR's Power and Authority:** CONTRACTOR warrants that it has the full power and authority to grant the rights herein granted and will hold COUNTY hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any

breach of this warranty. Further, CONTRACTOR avers that it will not enter into any arrangement with any third party which might abridge any rights of COUNTY under this CONTRACT.

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

19. CONTRACTOR's Responsibility: CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this CONTRACT.

CONTRACTOR shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.

20. COUNTY's Project Coordinator: COUNTY shall appoint a Project Coordinator, as specified in Article "40" - Notices, to act as liaison between COUNTY and CONTRACTOR during the term of this CONTRACT. COUNTY's Project Coordinator shall coordinate the activities of COUNTY staff assigned to work with CONTRACTOR.

21. Default – Reprocurement Costs: In case of default by CONTRACTOR, COUNTY may procure services from other sources. If the cost for those services is higher than under this CONTRACT, CONTRACTOR will be responsible for paying COUNTY the difference between CONTRACT cost and price paid, and COUNTY may deduct this cost from any unpaid balance due CONTRACTOR. The price paid by COUNTY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this CONTRACT and under law.

22. Equal Employment Opportunity: CONTRACTOR shall comply with U.S. Executive Order 11426 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.

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- 23. 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 Coordinator and CONTRACTOR personnel attached hereto, prior to submission to COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that COUNTY will discover errors and/or omissions. If 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 COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by 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.
- 24. Existing Site Conditions:** Information respecting this site of work given in Scope of Work, drawings, and/or specifications has been obtained by COUNTY's representatives and its believed to be reasonably correct, but COUNTY does not warrant either the completeness or accuracy of such information, and it is the responsibility of CONTRACTOR to verify all such information.
- 25. Expenditure Limit:** CONTRACTOR shall notify COUNTY Project Coordinator in writing when expenditures against CONTRACT reach 75 percent of the dollar limit on the CONTRACT. COUNTY will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the CONTRACT unless an amendment to cover those costs has been issued.
- 26. Firm Price Quotes:** Prices quoted herein shall be firm for the period of CONTRACT.
- 27. Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, COUNTY shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by COUNTY in procuring on the open market any services which CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- 28. Interpretation of CONTRACT:** In the event of a conflict or question involving the provisions of any part of this CONTRACT, interpretation and clarification as necessary shall be determined by COUNTY's assigned buyer. If disagreement exists between CONTRACTOR and COUNTY's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by COUNTY's Purchasing Agent or his designee.
- 29. News/Information Release:** 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 COUNTY through COUNTY's Project Coordinator.
- 30. Ownership of Documents:** COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of COUNTY and may be used by COUNTY as it may require without additional cost to COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR without the express written consent of COUNTY.

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- 31. Precedence:** CONTRACT documents consist of this CONTRACT and attachments. In the event of a conflict between or among CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the attachments.
- 32. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by COUNTY unless otherwise agreed to by both PARTIES.
- 33. Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. COUNTY's Project Coordinator and CONTRACTOR's Project Coordinator will meet on reasonable notice to discuss CONTRACTOR's performance and progress under this CONTRACT. If requested, CONTRACTOR's Project Coordinator and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by COUNTY for the purpose of monitoring progress under this CONTRACT.
- 34. Stop Work:** COUNTY may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which the PARTIES shall have agreed, COUNTY shall either:
- Cancel the stop work order; or
 - Terminate CONTRACT immediately in whole or in part in writing as soon as feasible. COUNTY is not required to provide thirty (30) days notice of the termination of the CONTRACT to CONTRACTOR if a stop work has been issued.
- 35. Subcontracting:** No performance of this CONTRACT or 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 any performance of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- In the event that CONTRACTOR is authorized by COUNTY to sub-contract, this CONTRACT shall prevail and the terms of the sub-contract shall incorporate by reference and not conflict with the terms of this CONTRACT. In the manner in which COUNTY expects to receive services, COUNTY shall look to CONTRACTOR for performance and not deal directly with any sub-contractor. All matters related to this CONTRACT shall be handled by CONTRACTOR with COUNTY; COUNTY will have no direct contact with the sub-contractor in matters related to the performance of this CONTRACT. All work must meet the approval of COUNTY.
- 36. Termination for Default:** If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten (10) days after receipt of a written notice of default from COUNTY and cured such default within the time specified in the notice, COUNTY shall

immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this CONTRACT, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this CONTRACT. Upon termination of CONTRACT with CONTRACTOR, COUNTY may begin negotiations with a third-party CONTRACTOR to provide goods and/or services as specified in this CONTRACT.

The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

- 37. Termination – Orderly:** After receipt of a termination notice from COUNTY, CONTRACTOR shall submit to COUNTY a termination claim, if applicable. 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 COUNTY upon written request of CONTRACTOR. Upon termination COUNTY agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in 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 execution of the 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.
- 38. Title to Data:** 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.
- 39. Validity:** The invalidity in whole or in part of any provision of this CONTRACT shall not void or affect the validity of any other provision of the CONTRACT.
- 40. Waivers – CONTRACT:** Failure of COUNTY in any one or more instances to insist upon strict performance of any of the terms of this CONTRACT or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- 41. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the COUNTY's Project Coordinator and CONTRACTOR's Project Coordinator 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 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.

COUNTY: JWA, Operations
Attn: *TBD*, Project Coordinator
18601 Airport Way
Santa Ana, CA 92707

cc: JWA, Purchasing
Attn: Holly Felipe
3160 Airway Avenue
Costa Mesa, CA 92626

CONTRACTOR: ***TBD***

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

TBD*:

Signature	Name	Title	Date
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Signature	Name	Title	Date
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****If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth:***

- The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.***
- The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.***
- 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.***

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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ATTACHMENT A
SCOPE OF WORK**I. Introduction**

John Wayne Airport (JWA) is mandated to perform criminal history record checks on employees or contractors that have unescorted access to the Security Identification Display Area (SIDA). The use of electronic equipment to submit fingerprints to the appropriate agency has proven to reduce the time necessary to complete the fingerprint portion of the employee background checks.

II. Equipment Specifications**a. Shall be:**

- i. TouchPrint Enhanced Definition 3500 Live Scan (TP-3500-ED)

b. Equipment shall include:

- i. Minimum 17" built-in monitor and keyboard in a standalone cabinet or desktop configuration, roll/slap platen;
- ii. Price to include a minimum one (1) year parts and labor warranty with help desk service;
- iii. Freight and installation; and
- iv. On-site testing and on-site training for six (6) JWA personnel.

c. Proposed equipment must:

- i. Meet Federal Bureau of Investigation (FBI) certification for Integrated Automated Fingerprint Identification System (IAFIS) and Image Quality Specifications (IQS), Appendix F.
- ii. Be American Association of Airport Executives/Transportation Security Clearinghouse (AAAE)/(TSC) customized for transmitting all required applicant data and 10 print capture to AAAE/TSC over VPN connection.

III. Maintenance

Maintenance coverage after the first year shall include two (2) preventative maintenance visits each year.

ATTACHMENT B
CONTRACTOR'S PRICING SHEET

1. **Compensation:** This is a firm fixed price CONTRACT between COUNTY and CONTRACTOR to provide an Electronic Turnkey Live Scan Fingerprinting System with up to a five (5) year maintenance agreement, as set forth in Attachment A - Scope of Work.

CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor and materials required, insurance requirements, connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. CONTRACTOR shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of total CONTRACT amount specified herein unless authorized by amendment in accordance with Articles "C – Amendments" and "R – Changes" of the COUNTY CONTRACT Terms and Conditions.

2. **Fees and Charges:** COUNTY will pay the following fixed fees in accordance with the provisions of this CONTRACT. CONTRACTOR shall perform the requested services as described in Attachment A - Scope of Work.

CONTRACTOR shall accomplish Veterinarian Services as described in Attachment A – Scope of Work.

RATE SCHEDULE		
Description	Unit	Cost
TouchPrint Enhanced Definition 3500 Live Scan with one (1) Year warranty and training of six (6) JWA staff members	Each	\$ _____
1 st Year Maintenance Agreement	Year	\$ _____
2 nd Year Maintenance Agreement	Each	\$ _____
3 rd Year Maintenance Agreement	Each	\$ _____
4 th Year Maintenance Agreement	Each	\$ _____
TOTAL COST		\$ _____

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3. **Payments and Invoicing:** CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to COUNTY and verified and approved by COUNTY and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with CONTRACTOR.

Billing shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for goods or services not provided or when goods or services do not meet CONTRACT requirements.

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 goods or services.

CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. CONTRACTOR's name and address
- b. CONTRACTOR's remittance address (if different from 1 above)
- c. Name of COUNTY agency department
- d. COUNTY CONTRACT number
- e. Service date(s)
- f. Service description
- g. Employee classification(s) and hourly rate(s)
- h. CONTRACTOR's Federal Taxpayer Identification Number
- i. Total Invoice Amount

Invoices and support documentation are to be forwarded to:

John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Question and Answers for Bid #280-A23016-JA - Live Scan Electronic Fingerprinting Machine

OVERALL BID QUESTIONS

Question 1

Is the TP-3500-ED scanner a requirement or may a comparable scanner be used? (Submitted: May 14, 2009 1:15:36 PM PDT)

Answer

- The TP-3500-ED or approved equivalent is acceptable. Please note the type of scanner being submitted. (Answered: May 14, 2009 1:16:25 PM PDT)

Question 2

What is preferred, the standalone cabinet or the desktop configuration? (Submitted: May 14, 2009 1:17:40 PM PDT)

Answer

- The standalone cabinet is preferred. (Answered: May 14, 2009 1:18:00 PM PDT)

Question Deadline: May 28, 2009 4:00:00 PM PDT