

Solicitation 042-608808-LS

MASS MEDIA SERVICES



County of Orange

Bid 042-608808-LS MASS MEDIA SERVICES

Bid Number **042-608808-LS**
Bid Title **MASS MEDIA SERVICES**

Bid Start Date **Sep 13, 2010 9:01:14 AM PDT**
Bid End Date **Sep 27, 2010 4:00:00 PM PDT**
Question & Answer
End Date **Sep 20, 2010 10:00:00 AM PDT**

Bid Contact **Lara Seto**
lseto@ochca.com

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.**

Description

THE COUNTY OF ORANGE, HEALTH CARE AGENCY, PURCHASING DEPARTMENT IS REQUESTING COMPETITIVE BIDS FOR MASS MEDIA SERVICES.

BIDDERS ARE ADVISED TO READ ALL TERMS AND CONDITIONS OF THIS SOLICITATION PRIOR TO SUBMITTING A RESPONSE.

SUBMISSION OF BID IS AN ACKNOWLEDGEMENT THAT YOU HAVE AGREED TO ALL TERMS AND CONDITIONS HEREIN.

ALL QUESTIONS MUST BE POSTED TO BIDSYNC Q & A SECTION.

INVITATION FOR BID
BID MUST BE RECEIVED
PRIOR TO 4:00 p.m.



September 27, 2010

DATE/TIME

042-608808-LS

BID NUMBER

COUNTY OF ORANGE

Health Care Agency
Purchasing Department
511 North Sycamore Street
Santa Ana, CA 92701
(714) 834-2188

Date: September 13, 2010

**FOR OFFICE USE
ONLY**

Date/Time Stamp

COVER PAGE

INVITATION FOR BID

County of Orange HCA Purchasing, hereinafter referred to as ("County"), is requesting competitive bids for **Mass Media Services**.

Contractor's services shall be provided in accordance with the requirements herein, inclusive of the Scope of Work (SOW) attached hereto and incorporated herein by this reference as Attachment A.

Proposed contract will be effective: October 1, 2010 through and including September 30, 2013.

Proposed contract monetary limit shall not exceed **\$50,000.00 annually (estimated), \$150,000.00 for three (3) years.**

Submitted bids will be valid for **120** days after closing date.

BID CLOSES AT 4:00 p.m. (Pacific Standard Time) on September 27, 2010.

☐ I have read and understand and agree to the terms and conditions herewith and I am submitting a response and concurrence to this solicitation.

OR

☐ I prefer not to submit a bid in response to this solicitation per the reason(s) given below.

Company Name: _____

*Authorized Signature

Name

Title

*Authorized Signature

Name

Title

Reason(s) _____

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

RETURN THIS SHEET WITH YOUR RESPONSE

IMPORTANT NOTICE

The County does not guarantee that you will receive addenda to this solicitation. Prospective bidders should review the Bidsync Internet site, www.bidsync.com for notice of addenda. It is the responsibility of prospective bidders to request all additional information/modifications to this solicitation.

For information or questions concerning this Invitation for Bid (IFB) and/or any addenda, contact Lara Seto at lseto@ochca.com or 714-834-2188.

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

I. GENERAL INFORMATION

1. HCA Purchasing's regular business hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday.
2. HCA Purchasing will be closed for the following County holidays during the bidding cycle:
NONE.
3. All bids received by the County and opened shall be public record. All such bids will be available for review by any member of the public, in accordance with the California Public Records Act. Appointments must be made with the County's assigned buyer for review of bids.

II. INSTRUCTIONS - GENERAL

1. This IFB consists of the following items and sections:

<u>Items</u>	<u>Page(s)</u>
Cover Page	1
Information.....	2-6
Model Contract	7-32
<u>Attachments</u>	
A. Scope of Work.....	20-24
B. Compensation and Payment Schedule.....	25
C. Bid Pricing	26
<u>Exhibits</u>	
1. Company Profile	27
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3. County of Orange Child Support Requirements.....	30-32

RESPONSIVE BIDS WILL INCLUDE THE FOLLOWING COMPLETED PAGES:

<u>Bid Items</u>	<u>Page(s)</u>
1. Cover Page Signed and dated by authorized company representatives	1
<u>Bid Items</u>	
Attachment C Bid Pricing	26
Exhibit 1 Company Profile.....	27
Exhibit 2 References	28-29
Note! Exhibit 3 County of Orange Child Support Requirements	30-32
	Completion of Child Support paperwork will be required of the winning bidder only.

2. Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the County.
3. Out-of-state contractors must include California sales tax permit number.
4. All bids must be received by HCA Purchasing and time and date-stamped on the outside of the package by the receptionist of HCA Purchasing prior to 4:00 p.m. on the date bids are due. It is the bidder's responsibility to ensure that delivery is made to the HCA Purchasing lobby at the address below by the due date and time specified herein and to the following address:

County of Orange
HCA Purchasing
Attn: Lara Seto
511 North Sycamore Street
Santa Ana, CA 92701-4637

Once in the lobby you must have an HCA Purchasing employee accept your bid response. A delivery confirmation is available upon request.

Bids received after 4:00 p.m. on the date bids are due will not be accepted. **LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON.**

5. All envelopes containing mailed bids must be marked with the solicitation number and date and time of the bid closing. It is the bidder's responsibility to verify that the closing date on the bid envelope matches the closing date of the bid. Only one bid submittal will be accepted per envelope.
6. The County has attempted to provide all information available. It is the responsibility of each bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the solicitation documents or finds discrepancies in or omissions from the drawings or specifications, he/she may submit a written request to Lara Seto, by email at lseto@ochca.com unless otherwise directed, for interpretations thereof or corrections thereto. The person submitting the request will be responsible for its prompt and timely submission. Any questions or requests for interpretations or clarifications shall be requested in writing no later than **September 20, 2010 by 10:00 a.m. Pacific Standard Time.**

If County, in its sole discretion determines that clarification of the IFB is considered necessary, a written addendum shall be issued. Oral statement(s) concerning the meaning of the contents of this IFB by any person is unauthorized and invalid. All inquiries concerning this IFB should be directed to the e-mail address set forth above.

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

III. INSTRUCTIONS - PROTEST

Procedure

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or protester's authorized representative;
3. The solicitation number or contract number;
4. A detailed statement of the legal and/or factual grounds of the protest; and
5. The form of relief requested.

Protest of IFB Specifications

All protests related to these IFB specifications must be submitted to the assigned buyer no later than five (5) business days prior to the close of the IFB. 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, protester must still submit a bid prior to the close of the solicitation in accordance with the IFB submittal procedure provided in the bid.

Protest of Award of Contract

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

Protest Process

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the assigned buyer, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the assigned buyer will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
3. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
4. If the protester disagrees with the decision of the assigned buyer, the protester may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process

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

1. Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain its decision on whether the protest shall be forwarded to the Procurement Appeals Board.
2. The decision of the County Purchasing Agent on whether to allow appeal to forward will be final and there shall be no right to any administrative appeals of this decision.

In the event the County Purchasing Agent determines that a hearing is to be convened, the protester and the County agency department will be given at least ten (10) days written notice of the hearing date, time and location. No postponement of the hearing shall be granted unless good cause is shown by the party seeking the postponement. Whether or not good cause exists shall be in sole discretion of the County Purchasing Agent.

It will be the purpose of the Procurement Appeals Board to determine whether a solicitation or contract award is in accordance with applicable case law, statutes, code, County ordinances, policies and procedures, and accepted standards of fairness and ethics. The decision of the Procurement Appeals Board will be final and there shall be no right to further protest or appeal to the Board of Supervisors.

IV. RIGHTS RESERVED TO COUNTY

The County reserves the right to:

1. Accept or reject in whole or in part any or all bids at its sole discretion and to solicit for new bids, as the best interest of the County may require;
2. Award final contract to the lowest, responsive, responsible bidder or bidders as necessary to serve the best interests of the County. Final award determination will be based on the lowest responsive, responsible bid, but is contingent upon agency/department approval, which will include a review of qualifications. Bidder must have met all the qualifications/requirements set forth herein, and references specified in this solicitation;
3. Withdraw in part or in its entirety this IFB at any time without prior notice;
4. Award its total requirements to one bidder or to apportion those requirements among two or more bidders as the County may deem to be in its best interests;
5. The County makes 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;
6. All bids received may be considered public records after opening. Bids are not to be marked as confidential or proprietary. Bids 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;
7. The County reserves the right to waive, in its discretion, any irregularity or informality which the County deems correctable or otherwise not warranting rejection of the bid;
8. The County reserves the right to perform facilities inspections prior to award;
9. By participating in this solicitation, bidders agree to accept the award decision by the County's Purchasing Agent as final.

V. SPECIAL REQUIREMENTS

1. Bidders may be required to present satisfactory evidence that they have been regularly engaged in the business of providing services required by this solicitation or are reasonably familiar therewith and that they are fully prepared with the necessary capital, materials and machinery as may be required or specified in this solicitation to complete the work to be contracted to the satisfaction of the County.
2. Bidders may be required to provide information regarding and/or proof of the number of years they have provided the services requested in this solicitation.

3. Bidders may be required to show proof of qualifications and/or certifications required of staff specified in this solicitation.
4. By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the services required under this IFB and that it is capable of providing the services to achieve the County's objectives.
5. Each bidder must submit its bid in strict accordance with all requirements of this IFB. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration.

VI. PRICING

1. Prices quoted shall be firm for the full term of the contract.
2. The County gives preference to firm price bids. All price escalation provisions will be considered alternate bids. Bids specifying a maximum escalation percentage during the period of the contract will be given preference over those offering unspecified price escalations. The County requires bona fide proof of cost increases prior to any price escalation adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustments. When offering escalating price bids, bidders must quote applicable labor and material prices separately as to percentage of total cost.

No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing contractor's profit will not be allowed.

3. All decreases will be automatically extended to the County.
4. Bidders shall bid line items exactly as specified in this solicitation. Failure to do so may result in the submitted bid being deemed as non-responsive.



MODEL CONTRACT NO. TBD

FOR

MASS MEDIA SERVICES

BETWEEN

THE COUNTY OF ORANGE

HEALTH CARE AGENCY

AND

TBD

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**MASTER AGREEMENT NO. TBD
FOR
MASS MEDIA SERVICES**

This Master Agreement Number TBD (hereinafter "Contract") is made and entered into this 1st day of October, 2010 or upon execution of all necessary signatures between TBD (hereinafter "Contractor") with a place of business at TBD and the County of Orange Health Care Agency, (hereinafter "County"), with a place of business at 511 N. Sycamore St., Santa Ana, CA 92701, which are sometimes individually referred to as "party", or collectively referred to as "parties".

RECITALS

WHEREAS, the County issued an Invitation for Bid (IFB) for Mass Media Services; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the County's requirements and specifications of the IFB; and

WHEREAS, the County has authorized the Purchasing Agent or designee to enter into Contract for obtaining said services; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, its Attachments and Exhibits, when accepted by the Contractor either in writing or by 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 by County's Purchasing Agent or designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods and/or services is of the essence in this Contract. County reserves the right to refuse any goods and/or services and to cancel all or any part of the goods and/or services not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods and/or services shall not bind County to accept future shipments nor deprive it of the right to return goods and/or services already accepted at Contractor's expense. Over shipments and under shipments of goods and/or services shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods and/or services have actually been received and accepted in writing by County.

- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received or inspected to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of 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 subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further 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 under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other 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 therefor; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Indemnification and Insurance:

Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

Qualified Insurer: The policy or policies of insurance must be issued by an insurer 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.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability 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 non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

The County's Certificate of Insurance and the Special Endorsement for the County can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without 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.
- 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 thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required services, as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefor, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any 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 had been represented by experienced and knowledgeable independent legal counsel of its 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 it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing it, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of its respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services.

The detailed Scope of Work is fully set forth in Attachment A and incorporated herein by reference.
2. **Term of Contract:** This Contract shall be in effect from October 1, 2010 through and including September 30, 2013. This contract shall be in effect for the time periods specified, unless terminated by the parties in accordance with Articles 5, 6 and 7.
3. **Precedence:** The Contract documents consist of this Contract, its Attachments and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract (such as those provisions set forth in the Recitals and Articles of this Contract), then the Attachments, and then the Exhibits.
4. **Pricing Structure:** The Contractor agrees that no price/fee increases shall be passed along to the County during the term of this Contract. Contractor may discount said prices anytime during the term of the Contract.
5. **Subject to Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty to the County.

6. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

7. **Termination:**

a. **Termination - 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, the 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 the Contract with Contractor, the 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.

b. **Termination - Orderly**

After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of 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.

8. **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 the County's assigned Buyer. If disagreement exists between the Contractor and the County's assigned Buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or designee.
9. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 *et seq.*
10. **Notices:** Any and all notices, requests, demands and other communications called for, permitted or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the term of the Contract and except as otherwise provided herein, and shall be deemed to have been duly given (a) upon actual delivery, if delivery is made in person; or (b) upon delivery agreed to as the actual day of receipt or no more than four (4) calendar days after being mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate party (the date of mailing shall count as the first day), whichever occurs first. All notices shall be delivered to the following address or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor:	Name: <u>TBD</u> Attention: Address: Telephone: Facsimile: E-mail:
For County:	Name: County of Orange Health Care Agency-Purchasing Attention: Lara Seto Address: 511 North Sycamore Street Santa Ana, CA 92701-4837 Telephone: (714) 834-2188 Facsimile: (714) 834-2657 E-mail: lseto@ochca.com
Program Contact:	Name: County of Orange HCA/Health Promotion/ADEPT Attention: Pauline Stauder Address: 405 W. 5th St., Ste. 211 Santa Ana, CA 92706 Telephone: (714) 834-2094 Facsimile: (714) 667-3968 E-mail: pstauder@ochca.com

11. **Disputes – Contract:** If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by the Contractor's representative and the County's buyer, such matter shall be brought to the attention of the County's Purchasing Agent or designee for resolution. If resolution of the dispute cannot be reached through this procedure, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction.

The County and the Contractor agree that in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract which are not affected by the dispute.

12. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above items.
13. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.
14. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
15. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives;

sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The 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 the County.

16. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
17. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to provide services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
18. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized or paid for without prior written approval of the County assigned buyer.
19. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.
20. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
21. **Contractor – Change of Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.
22. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
23. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct Contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.

24. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
25. **Project Manager County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

26. **Contractor's Project Manager:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key 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. Key personnel are those individuals who report directly to the Contractor's project manager.

(Signature Page Follows)

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

TBD*

 Print Name Title

 Signature Date

 Print Name Title

 Signature Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; or 4) 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 of Orange, a political subdivision of the State of California

 Print Name Title

 Signature Date

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
ATTACHMENT A
SCOPE OF WORK

Health Care Agency (HCA), Alcohol and Drug Education and Prevention Team (ADEPT) shall utilize Mass Media Services as a strategy to reach target populations to reduce underage drinking and other drug use; reduce impaired driving; and reduce prescription and over-the counter drug abuse. Mass Media Services will be one component of a comprehensive community-based approach. In the literature, there is a litany of studies that demonstrate the efficacy mass media campaigns and their effectiveness in reducing impaired driving, helping youth make better decisions about health risks they face and more. Contractor shall have expertise from an advertising agency to develop prevention messages (i.e.: creative) for bus advertisements, billboards, posters and other print materials. These campaigns will be carefully planned, well executed, attain adequate audience exposure. ADEPT will act as the liaison between the County, and the bus side/billboard vendors and ensure that the prevention messages are delivered to target audiences, with maximizing the outreach capabilities.

CONTRACTOR'S RESPONSIBILITIES:

A. IMPAIRED DRIVING CAMPAIGN

IMPAIRED DRIVING MEDIA CAMPAIGN				
Item	Service requested	Specification	Justification	Est. Date of Completion
Graphic Design	Update/format artwork to accommodate the various products	6' x 2' Vinyl with magnetic backing posters with campaign slogan printed in English and Spanish Quantity: 4 (2 English, 2 Spanish)		October 2010
Magnetic Banners	Price Of Product	6' x 2' Vinyl with magnetic backing posters with campaign slogan printed in English and Spanish Quantity: 4 (2 English, 2 Spanish)	These banners will be used to increase the awareness on the financial consequences of driving under the influence. In doing so, they may be displayed at a variety of entities (such as, police departments, alcohol establishments, college campuses, DMV field offices, rental car agencies, etc.).	October 2010

IMPAIRED DRIVING MEDIA CAMPAIGN continued...				
Item	Service requested	Specification	Justification	Speculated Date of Completion
Paid Media	• Paid advertisements in OC related media distributed to residents, restaurateurs, tourists, etc. Sample placements include: a. Dining Guides, b. Industry Magazines, c. MADD Luncheon, d. Tourism Guides, etc.)	¼ to ½ page full color advertisements announcing, advertising, and/or describing the Orange County DUI Task Force and/or the Can You Pay the Price campaign	The media campaign will be printed in various publications that are distributed throughout Orange County. The ads will increase the awareness on the financial consequences of driving under the influence. In doing so, they may be displayed at a variety of entities (such as, police departments, alcohol establishments, college campuses, DMV field offices, rental car agencies, etc.).	October 2010

B. PARENTING INITIATIVE CAMPAIGN

PARENTING INITIATIVE CAMPAIGN				
Item	Service requested	Specification	Justification	
Media campaign	• Develop year long Family Day message (English/Spanish)	Professional and effective media campaign	The Parenting Initiative would like to enhance the promotion of the importance of family meals throughout the year. This campaign will be designed to promote a more specific message to increase awareness of parents' role to prevent alcohol and drug use among their children.	October 2010
Bus Side ads	• Project management/ negotiate number of buses, route, and length of time ads will be on buses	Professional and effective media campaign	Bus ads have the advantage of successfully being able to hit a large audience of people without costing a prohibitive amount. When you use Bus Advertising in addition to traditional marketing techniques, it's an effective way to broaden the audience that will see information about your products or services.	October 2010

PARENTING INITIATIVE CAMPAIGN continued...				
Item	Service requested	Specification	Justification	
Banners (8)	Family Day banners to display at participating schools and community agencies.	6' x 3' Vinyl with magnetic backing posters with campaign slogan printed in English and Spanish Quantity: 8 (4 English, 4 Spanish)	Once the campaign message for the year-long family day message has been developed, it would be beneficial to display the message on banners that can be displayed at schools, community events, and community agencies. Additionally, the message will be reinforced through posters and bookmarks, which will be distributed throughout the target community.	October 2010
Bookmarks	Update slogan, translate into Spanish and layout	6" x 1 1/2 " Card stock (60#) English version on one side, Spanish on the other; quantity of 500		October 2010
Posters	Update slogan, translate into Spanish, and layout	8 1/2" x 11" Poster card stock (60#) Quantity: 500 (English) 500 (Spanish)		October 2010

C. PRESCRIPTION/OVER THE COUNTER DRUGS CAMPAIGN

PRESCRIPTION/OVER THE COUNTER DRUGS CAMPAIGN				
Item	Service requested	Specification	Justification	Timeline
PSA Contest	Project management and development of "away TV" marketing; such as Target Cast Network (formerly Ripple TV) for Red Ribbon Contest	Professional and effective media usage	The Rx/Inhalants would like to generate a Public Service Announcement that will reflect the goals of the Rx/OTC/ Inhalant program. The PSA will be created by Orange County youth via a Red Ribbon Week Contest. The winning PSA will be used on media materials, and in educational pieces.	November 2010
Pharmaceutical Disposal Project	Development of mass media campaign for how to dispose of meds	Professional and effective media usage	As part of the Pharmaceutical Disposal Project, ADEPT has agreed to create and deliver a mass media campaign with a common message in collaboration with Orange County Sanitation District, Orange County Waste and Recycling, and Curbside, Inc.	October 2010

PRESCRIPTION/OVER THE COUNTER DRUGS CAMPAIGN continued...				
Item	Service requested	Specification	Justification	Timeline
Banner	Banner to display at participating schools and community agencies.	6'x3' Vinyl with magnetic backing posters with "Good Medicine Bad Behavior" campaign slogan printed in English	Since the campaign message for the Rx/OTC program has been developed, it would be beneficial to display this message on banners that can be displayed in various arenas: schools, community events and community agencies. Furthermore, the message will be reinforced through posters, bookmarks and stickers distributed throughout the county. The project represents a partnership between youth, retailers, concerned parents and healthcare.	December 2010
Billboards	Project Management/negotiate site of board and length of time ads will run	Professional and effective media usage	The benefits to billboard advertising can be an effective and cost-efficient way for the Rx/OTC program increase awareness of the issue of drug abuse prevention.	December 2010
Static Stick Decals	Translate into Spanish, and layout	6"x10" Static Stick Decals do not use adhesive. Available in White Static Stick (static on back only) "Good Medicine Bad Behavior" campaign slogan printed in English and Spanish	Static Stick Decals provide a "mess proof" visual to place in Pharmacy and Clinic windows. Our merchant campaign is best suited for these decals because they do not take up precious counter space in the pharmacy and does not create paper waste.	October 2010
Pharmacy Bags	Graphic design, lay out, translation, printing English Spanish	5"W x 1-1/2"D x 12"H Campaign message printed on one side; tips to secure Rx OTC on the other	Adjunct to the merchant campaign against RXOTC abuse is the valuable resource of providing independent pharmacies with pharmaceutical bags for their customers with the Rx for Prevention message and "Take Home Tips" for safety and awareness of issue.	October 2010

D. YOUTH RESILIENCY CAMPAIGN

YOUTH RESILIENCY CAMPAIGN				
Item	Service requested	Specification	Justification	
Posters	Print posters, artwork provided to vendor.	~ 9 ½" x 25 (Exact Dimensions TBD) Quantity 5000	Posters are requested to promote education and prevention activities that will be occurring at the third annual Orange County Red Ribbon Kickoff event, <i>Rock 'n Road</i> . The posters will be distributed to every school in the county and at The Block at Orange. Red Ribbon Week is a nationally recognized campaign aimed at reducing alcohol and other drug use by increasing awareness in school and community programs. The <i>Rock 'n Road</i> event focuses on underage drinking and teen safety driving while targeting Orange County youth and their families as the primary audience. This would allow ADEPT to complete its goals of creating youth connectedness among their families and community.	October 2010

E. REPORTING

The Contractor shall be required to report the progress of completion of each of the different projects to County via email on a monthly basis.

Additionally, the Contractor shall be required to input/report their activities (e.g., development of mass media pieces, meetings relating to media development, research, etc) into the California Outcomes Measure System, (CalOMS). County shall provide training and technical assistance on how to input the data to the Contractor.

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
ATTACHMENT B
COMPENSATION AND PAYMENT SCHEDULE

I. COMPENSATION

This is a fixed price Contract not to exceed the amount of one hundred fifty thousand dollars (\$150,000.00) for the period of October 1, 2010 through and including September 30, 2013, between the County and Contractor for Mass Media Services provided in Attachment A, Scope of Work. Encumbrance document shall be issued annually or an as needed basis. The County shall pay for invoices as set forth in Attachment C.

The Contractor agrees to accept the specified compensation as full remuneration for providing Mass Media Services furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of the Contractor which may arise or be encountered in the delivery of the Mass Media Services; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the provision of Mass Media Services as set forth more fully in Attachment A of this Contract.

II. PAYMENT TERMS

A. Terms

Invoices and all supporting documentation shall be submitted upon completion of each project on a monthly basis, payable within thirty (30) days after the County's Auditor-Controller's receipt of an approved invoice for services submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County and is subject to routine processing requirements of the County.

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

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to the following address:

County of Orange
Health Care Agency
Attn: Accounts Payable
PO Box 689
Santa Ana, CA 92702

2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:
 - a. County Master Agreement Number
 - b. Contractor's Name, Contractor's Federal I.D. Number and California Board of Equalization Permit Number
 - c. Description of services
 - d. Quantity of goods and/or services
 - e. Unit cost of goods and/or services
 - f. Freight charge if applicable
 - g. Total amount of payment requested
 - h. Remittance Address

The responsibility for providing acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
ATTACHMENT C
BID PRICING

Bidders shall quote their most competitive pricing on ALL items in the format shown below. Bidders shall provide pricing using the bid pricing format ONLY. Awarded Contractor shall only use the Bid Pricing format for invoicing purposes.

1. HOURLY RATE

Hourly rate shall be inclusive to all fees associated to this Contract. \$ _____ **an hour**

A. ADDITIONAL CHARGES

Must be specific and itemize any additional charges to perform the services required. Quote and identify them below. If no additional charges are quoted they will NOT be paid (Additional sheets may be used if necessary).

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
EXHIBIT 1
COMPANY PROFILE

Company Legal Name: _____

Company Legal Status (corporation, partnership, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Years of experience: _____

Is your firm a sole proprietorship? Yes _____ No _____

If yes, Sole Proprietor's Social Security Number: _____

Is your firm a sole proprietorship doing business under a different name: Yes _____ No _____

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: Yes _____ No _____ If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Contact person in reference to this solicitation: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Contact person in reference to this solicitation: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

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

Name of contact during non-business hours: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____ Cell or Pager Number: () _____

MASTER AGREEMENT TBD
MASS MEDIA SERVICES
EXHIBIT 2
REFERENCES

Contractor shall submit at least three (3) references or letter of references where similar work of similar size is currently in process or recently completed. Include name of firm, phone, and name of the contact person, a brief project description, and completion date. These references will be checked and could affect the award of the Contract.

It is desirable that at least one reference be located in Orange County:

	<u>Firm Name & Address</u>	<u>Contact Person</u>	<u>Phone Number</u>
1.	_____		

	Project Description: _____		

	Completion Date: _____		
2.	_____		

	Project Description: _____		

	Completion Date: _____		
3.	_____		

	Project Description: _____		

	Completion Date: _____		
4.	Have you (bidder) ever been terminated from any contract?		
	☐ YES ☐ NO If so, state:		
	Contracting Agency/Firm: _____		
	Address: _____		
	City: _____ State: _____ Zip: _____		
	Contact: _____ Telephone: (_____) _____		

Reason for Termination: _____

5. Have you (bidder) ever had a contract which was not renewed (other than when contract was awarded to a lower bidder)?

☐ YES ☐ NO If so, state:

Contracting Agency/Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (_____) _____

Reason for Non-Renewal: _____

6. Have you (bidder) ever operated under another company name?

☐ YES ☐ NO If so, state:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Dates of Operation From: _____ To: _____

7. Does your company have a minimum of three (3) years experience providing Mass Media Services?

☐ YES ☐ NO

8. Does your company meet all of the requirements out in this solicitation?

☐ YES ☐ NO

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
EXHIBIT 3

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, all Contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: 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.

In addition, all Contractors must provide:

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

In order to comply with child support enforcement requirements of the County of Orange, within thirty (30) days of award of Contract, the Contractor agrees to furnish the required Contractor data and certifications to the Deputy Purchasing Agent.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
EXHIBIT 3 (cont.)

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS

- A. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address:

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

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

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

(Additional sheets may be used if necessary)

MASTER AGREEMENT NO. TBD
MASS MEDIA SERVICES
EXHIBIT 3 (cont.)
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS

"I certify that TBD 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 TBD 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 sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract."

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

***Two signatures required if a corporation.**

Question and Answers for Bid #042-608808-LS - MASS MEDIA SERVICES

OVERALL BID QUESTIONS

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

Question Deadline: Sep 20, 2010 10:00:00 AM PDT