

Solicitation 106-564571-AW

Upper Newport Bay Nature Preserve Educational Film



County of Orange

Bid 106-564571-AW

Upper Newport Bay Nature Preserve Educational Film

Bid Number 106-564571-AW
Bid Title Upper Newport Bay Nature Preserve Educational Film

Bid Start Date Aug 3, 2010 11:39:45 AM PDT
Bid End Date Dec 7, 2010 2:00:00 PM PST
Question & Answer End Date Oct 28, 2010 2:00:00 PM PDT

Bid Contact Andrew Wu

Pre-Bid Conference Sep 10, 2010 10:00:00 AM PDT
Attendance is optional
Location: Non-Mandatory Pre-Proposal Conference will be held at:
Muth Interpretive Center
2301 University Drive
Newport Beach, CA 92660

Date: September 10, 2010
Time: 10:00 AM P.S.T.

Prospective bidders are encouraged to attend this meeting to familiar themselves with the working site and project overview.

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

COUNTY IS SEEKING PROPOSALS FROM RESPONDENT(S) WHO CAN PROVIDE OC COMMUNITY RESOURCES, OC PARKS A SHORT HIGH DEFINITION FILM DOCUMENTARY ON MAMMALS OF UPPER NEWPORT BAY NATURE PRESERVE PARK.

ALL QUESTIONS AND CORRESPONDENCE SHALL BE SUBMITTED THROUGH THIS WEBSITE ONLY.

IT IS RESPONDENT'S SOLE RESPONSIBILITY TO ACCESS THE WEBSITE: www.bidsync.com THROUGHOUT THE ENTIRE PROCESS TO OBTAIN THE MOST UP-TO-DATE INFORMATION REGARDING THIS PROCUREMENT PROCESS.

IF, FOR SOME REASON, AN ADDENDUM TO THE RFP NEEDS TO BE ISSUED, IT WILL IMMEDIATELY BE AVAILABLE ON THIS WEBSITE.

RFP PACKETS ARE AVAILABLE AS AN ATTACHMENT TO THIS BID SOLICITATION.

TO DOWNLOAD THE RFP PACKET, PLEASE GO THE THIS SITE OR WWW.BIDSYNC.COM AND RETURN RFP PACKET TO OCCR PURCHASING & CONTRACT SERVICES, 1770 N. BROADWAY, 3RD FLOOR, SANTA ANA, CA 92706 BY CLOSING DATE AT 4:00 PM. PST. ELECTRONIC OR FAXED BIDS WILL NOT BE ACCEPTED.

ESTIMATED PROJECT COST IS BETWEEN \$100,000 – \$200,000.

****RESPONDENTS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS, ESPECIALLY THE INSURANCE AND BOND REQUIREMENTS, PRIOR TO SUBMITTING AN RFP. AWARDED CONTRACTOR MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) DAYS OF RECOMMENDATION OF AWARD BUT PRIOR TO OFFICIAL CONTRACT AWARD.**

****CONTRACTOR WILL BE REQUIRED TO SIGN A CONTRACT UPON AWARD. IF CONTRACTOR IS A CORPORATION,**

SIGNATURE WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE.

RESPONDENTS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS:

1. RESPONDENT COMPANY MUST POSSESS A MINIMUM OF THREE (3) YEARS EXPERIENCE IN PROVIDING SHORT DOCUMENTARY FILM SERVICES.
2. RESPONDENT'S PROJECT MANAGER AND KEY PERSONNEL MUST POSSESS A MINIMUM OF THREE (3) YEARS EXPERIENCE EACH IN PROVIDING SHORT DOCUMENTARY FILM SERVICES.
3. RESPONDENT SHALL NOT HAVE A CONFLICT OF INTEREST WHICH WOULD PREVENT IT FROM PROVIDING THE SERVICES REQUESTED IN THIS RFP. (IN THE EVENT RESPONDENT HAS DONE WORK FOR THE COUNTY ON THIS PROJECT IN THE PAST OR HAS REASON TO BELIEVE THAT A CONFLICT OF INTEREST MAY EXIST, RESPONDENT SHOULD CONSULT WITH ITS LEGAL COUNSEL PRIOR TO RESPONDING TO THIS RFP)

EXHIBIT I
County of Orange Child Support Enforcement
Certification Requirements

In order to comply with child support enforcement requirements of County of Orange, within 10 days of award of Contract, the successful Contractor must furnish to the Contract administrator, 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 10 percent or more in the Contracting entity;
- C. A certification that Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"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 10 calendar days of notice from County shall constitute grounds for termination of the Contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of 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 10 calendar days of notice from County shall constitute grounds for termination of the Contract.

After notification of award, the successful Contractor may use the forms supplied herein, to furnish required information listed above.

**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: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

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

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that 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 10 calendar days of notice from County shall constitute grounds for termination of the Contract.

Authorized Signature

Name

Title

Courtesy of **Request for Taxpayer
Identification Number and Certification**

Bid 100-564571-AW
Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Part 2:Company Profile

(Complete this form and submit as Part 2 in second tabbed section of response)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor 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: _____

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: _____

Contact person in reference to this solicitation: _____

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

Email Address: _____

Contact person for accounts payable: _____

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

Email Address: _____

Name of service manager: _____

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: _____



**ADMINISTRATION
PURCHASING & CONTRACT SERVICES**

REQUEST FOR PROPOSALS (RFP)

**FOR:
UPPER NEWPORT BAY NATURE PRESERVE
EDUCATIONAL FILM**

RFP No. 106-564571-AW

REQUEST FOR PROPOSALS



ORANGE COUNTY
Community Resources
Purchasing & Contract Services
1770 N. Broadway, 3rd Floor
Santa Ana, CA 92706

PROPOSALS MUST BE RECEIVED
AT OR PRIOR TO 2:00 P.M. PDST
ON
December 7, 2010

RFP # 106-564571-AW

INSTRUCTIONS:

1. SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR PROPOSAL AND ONE (1) SOFT COPY IN WORDS ON COMPACT DISC (CD).
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:
ANDREW WU via BidSync @ www.BidSync.com

DATE: August 3, 2010

Request for Proposal (RFP) COVER PAGE

The County of Orange, OC Community Resources on behalf of OC Parks (hereinafter referred to as "County") is soliciting Request for Proposals ("Proposals") from qualified firms (hereinafter referred to as "Respondents"), to provide Professional Services to produce a short film documentary on mammals of Upper Newport Bay Nature Preserve. Respondents must meet the minimum qualifications and requirements set forth within the RFP and must be capable of providing services set forth in the Scope of Work, attached hereto as "Attachment A" and incorporated herein by this reference. The awarded contract (hereinafter referred to as "Contract"), if any, will be a fixed fee Contract between the County and selected Respondent(s).

This RFP is set out in the following format:

SECTION I	Introduction and Instructions to Respondents
SECTION II	Proposal Response Requirements
SECTION III	Model Contract

PROPOSALS ARE DUE December 7, 2010; BY 2:00 PM Pacific Time/Pacific Standard Time.

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to: Andrew Wu (hereinafter may also be referred to as "Deputy Purchasing Agent" or "DPA"), via BidSync at RFP # 106-564571-AW. For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1. Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP.

The DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.

Date: _____ Company Legal Name: _____

*Authorized Signature

Name

Title

*Authorized Signature

Name

Title

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

RETURN THIS SHEET WITH YOUR RESPONSE

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SECTION I

INTRODUCTION
AND
INSTRUCTIONS TO RESPONDENTS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS**A. INTRODUCTION**

The Community Resources Division of Orange County, California ("County") invites qualified film producers to submit proposals to produce a short film documentary on mammals of Upper Newport Bay Nature Preserve for OC Parks.

The County intends that the successful Respondent shall produce a minimum HD standard of 1920 x 1080 short film documentary of Upper Newport Bay Nature Preserve habitat in accordance with the terms and conditions set forth in Section III – Model Contract, including Attachments. Refer to Section III, Attachment A, of this RFP for an expanded description of the Scope of Work.

B. PROPOSED TIME SCHEDULE

Date	Action
8/3/10	Release of RFP
9/10/10	Non-Mandatory Pre-Proposal Conference will be held at Muth Interpretive Center, 2301 University Drive, Newport Beach, CA 92660
10/28/10	Written Questions from Respondents Due by 2:00 P.M. PST
11/9/10	Issuance of Addendum (Questions and Answers)
12/7/10	Deadline for Proposals: Due by 2:00 P.M. PT PST
12/7/10 – 12/16/10	Evaluation of Proposals
TBD	SUBMISSION FOR APPROVAL BY COUNTY BOARD OF SUPERVISORS

C. INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL

- Clearly identified Proposals are due on or before December 7, 2010, no later than **2:00 P.M. PT/PST**, and are to be delivered in a sealed package with the following information to:

RE: RFP No. 106-564571-AW

Attn: ANDREW WU

County Of Orange
Community Resources/Purchasing & Contract Services
1770 N. Broadway, 3rd Floor
Santa Ana, CA 92706-2642

County of Orange, OCCR Receptionist Office Regular Business Hours:

Monday through Friday
8:00 A.M. to 12:00 Noon. PST
1:00 P.M. to 4:00 P.M. PST
Closed from 12:00 P.M. to 1:00 P.M. PST

Proposals must be time-stamped on the outside of the sealed package by OC Community Resources receptionist or department staff. It is the sole responsibility of the Respondent to ensure that delivery is made to the County prior to the Closing Date and time. Delivery receipts are available upon request.

This office will be closed on the following County Holidays during the solicitation period:

Memorial Day, May 31st
Independence Day, July 5th
Labor Day, September 6th
Columbus Day, October 11th
Veteran's Day, November 11^h
Thanksgiving Day, November 25th
Day after Thanksgiving, November 26th
Christmas Day, December 24th
New Year's Eve, December 31st

2. Clarifications: The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to Deputy Purchasing Agent ("DPA") Andrew Wu via BidSync (refer to Bid #106-564571-AW). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.

All questions or requests for interpretations must be received by **2:00 P.M. on October 28, 2010**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned DPA or BidSync. It is the Respondent's responsibility to ensure that they have received and reviewed any and all addenda to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. Validity of Statements: Proposals must be valid for a period of at least one hundred eighty (180) calendar days from the closing date and time for receipt. No Proposal may be withdrawn after the submission date.
4. Proposal Copies: Each Respondent must provide one (1) hard copy original, and four (4) additional hard copies of the Proposal. One Proposal is to be clearly marked as "original" on the outside cover and contain original signatures. In addition, Respondent must submit one (1) CD-ROM copy as outlined below.

5. Submission Format: All written Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be in a Microsoft Word format (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

The electronic versions of the proposal shall be submitted on CD-ROM, and the CD-ROM disks must include all sections and attachments in PDF format.

It is not necessary to include an electronic version of the Cover Page or other certifications included in Part 1 of Section II of this RFP. Those items should be submitted in hard copy, with original signatures on the copy designated as "original". In addition, it is not necessary to submit audited financial reports, marketing brochures or similar additional information in the electronic versions of the Proposal.

6. DVD Sample Movies: Respondents shall submit three (3) of their recent short documentary films related to this project in Hi-Definition standard to be viewed on an 8' x 16' large screen quality. Failure to provide these DVDs will disqualify a Respondent from further consideration.
7. Proprietary Information: Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. Qualifications: By submitting a Proposal, the Respondent represents that it has thoroughly examined the County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
9. Compliance: Each Respondent must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Tab 1, 9. Statement of Compliance.
10. Presentation: After the closing date and time for receipt of proposals, evaluation and **if requested** by County, interview /oral presentations may commence. Respondents who submit Proposals most responsive to the County's requirements may be asked to give an oral presentation of their Proposal to County staff. Selected Respondents should be prepared to make their oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. Respondents shall not be allowed to alter or amend their Proposal through the use of the presentation process.
11. County Rights: The County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse a Respondent from full compliance with all other sections of the RFP.

12. Expenses: Pre-contractual expenses are not to be included in, or as part of the Compensation/Payment amount stated in the Model Contract, Attachment B for Contractor Services. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Respondent in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Respondent's Proposal; and any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
13. Notice: The County reserves the right to: a) negotiate the final Contract with any Respondent(s) as necessary to serve the best interests of the County; b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Respondent responding to this RFP; c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the County may deem to be in its best interests; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.
- In addition, negotiations may or may not be conducted with any Respondent; therefore, the Proposal submitted should contain the Respondent's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Respondent.
14. Joint Venture: Where two or more Respondents desire to submit a single Proposal in response to this RFP, 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.
15. Lobbyist: The County does not require and neither encourages the use of lobbyists or other consultants for the purpose of securing business.
16. Conflict of Interest: Each Respondent shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Respondent were to be selected as the Contractor. This obligation shall apply to the Respondent; the Respondent's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services in Respondent's Proposal. In the event Respondent has done work for the County on this project in the past or has reason to believe that a conflict of interest may exist for Respondent in regard to this project, Respondent should consult with its legal counsel prior to responding to this RFP. Any Respondent who is found to have an actual conflict of interest may have its Proposal rejected on that ground.

D. INSTRUCTIONS - PROTEST PROCEDURES:

Any actual or prospective Respondent or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

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:

- 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.

Protest of Proposal Specifications:

All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the proposal.

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 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.

Protest Process:

- i. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- ii. Upon receipt of a timely protest, the Deputy Purchasing Agent 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.
- iii. The County may, after providing written justification to be included in the procurement file, makes 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.
- iv. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor 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 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.
- 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 his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- 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.

E. EVALUATION PROCESS AND CRITERIA

General

All proposals will be subject to a standard review process developed by the County Evaluation Committee. The committee will be comprised of appropriate County personnel and/or private citizen, with the appropriate experience and/or knowledge. Scoring of the proposals and the oral interviews will be based on an ordinal ranking system that is provided.

Evaluation Procedure

The County will evaluate all proposals received by December 7, 2010 at the OC Community Resources Office. A Selection Committee will evaluate Respondent's proposals based on the review of fully responsive proposals that conform to the format set forth in this RFP.

The selection committee reserves the right to request additional information and/or clarification of any information submitted by any Respondent. The selection committee may or may not conduct oral interviews. If oral interviews are conducted, Respondents will be asked to submit a more detailed schedule, cost estimate and list of staff to be assigned to perform this project.

Each Respondent will be expected to respond to a series of scripted questions, prepared by the selection committee prior to the interview, and to present or demonstrate the proposed project's outline during the 30 minutes period, including 30 minutes for questions. The County will provide a conference room and projector for the demonstration.

A contract agreement will be negotiated following the final selection. If the County is unable to negotiate a satisfactory agreement with the selected firm, it will undertake negotiations with the second ranked firm and so on until it has reached a satisfactory agreement. The Selection Committee will present one contract to the Board of Supervisors to approve, for a short film documentary on Upper Newport Bay Nature Preserve for OC Parks.

Evaluation Criteria

Initial Review

All proposals will be initially evaluated to determine if the proposal meets the following requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFP.
- b. Vendors must meet the requirements as stated in the Minimum Qualifications/Requirements.
- c. Vendors must provide three (3) references from other agencies that they have provided the same or similar service as being requested in this RFP.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation, if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the County may elect to waive the deficiency and accept the proposal.

Final Review

Any inquiry to determine the responsibility of a Respondent to this RPF may be conducted. The submission of a Proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration. Proposals will be evaluated using a process that

evaluates five key areas. A ranking will be given for each of the five categories. These categories are described below:

1. **Expertise**
 - a. Specific related experience with preparing Educational Films
 - b. Previous experience creating educational films that explores the beauty and wildlife habitat.
 - c. Experience working with High Definition (HD) camcorder.
 - d. Experience working in natural outdoor setting.
 - e. Must be flexible to work at night or day to achieve the sequence goals.
2. **Key Personnel and References**
 - a. Proposed project team's qualifications, staff and related experience
 - b. Licenses and certifications
 - c. Knowledge
 - d. Sample Movies
3. **Approach/Understanding of Project**
 - a. Understanding of project and objectives
 - b. Approach to project completion
4. **Staffing During Project Period** (June 2011 – December 2013)
 - a. Adequate staff to perform project
 - b. Availability of staff to project
 - c. Commitment to completion of project
5. **Project Cost** (Total Cost)

F. SELECTION/AWARD PROCESS

Upon the completion of the evaluation process, the Evaluation Panel will develop a ranked slate. The top two ranked firms will be selected as a primary and an alternate firm for contract negotiation. Recommendation of Award will be made to the responsible Respondent whose proposal best meets the County's requirements as determined by the evaluation committee and DPA. Recommendation of Award will be submitted to the Board of Supervisors for final approval.

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

Pre-contractual expenses are not to be included in, or as part of the Compensation/Payment amount stated in the Model Contract. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Respondent in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Proposal; and any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.

The County reserves the right to: a) negotiate the final Contract with any Respondent(s) as necessary to serve the best interests of the County; b) withdraw this RFP, in whole or in part, at any time without prior notice and,

furthermore, makes no representations that any Contract will be awarded to any Respondent; c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondent as the County may deem to be in its best interests; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

G. COUNTY OF ORANGE CHILD SUPPORT AND W9-REQUIREMENTS

1. ORANGE COUNTY CHILD SUPPORT

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Respondent agrees to furnish to the Assigned DPA or, the 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 Respondent to timely submit the data and/or certifications required may result in the Contract being awarded to another Respondent. 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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Respondent shall utilize the forms provided as Exhibit 1 of this RFP to satisfy this requirement)

2. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENTS

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) 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 the required W-9 or W-8.

(Upon County request, Respondent shall utilize the forms provided as Exhibit 2 of this RFP to satisfy this requirement)

SECTION II

RESPONSE REQUIREMENTS

SECTION II: RESPONSE REQUIREMENTS

Proposals shall include all of the information solicited in this RFP and any additional data that the Respondent deems pertinent to the understanding and evaluation of the proposal. Proposals shall be organized and sections tabbed in the order noted below. The Respondent shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration since oral presentations or demonstrations may not be solicited. Marketing materials shall not be submitted as documentation of Respondent's ability to provide services required.

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include THREE tabbed sections, Tab 1, Tab 2, and Tab 3, and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Minimum Qualifications/Requirements

The following are the minimum qualifications for a Respondent to be considered as an eligible candidate to submit a proposal for the requested services described in this RFP.

1. Respondent Company must possess a minimum of five (5) years experience in providing nature habitat filming equivalent to the Services requested in this RFP
2. Respondent's Project Manager and key personnel must possess a minimum of five (5) years experience each in providing nature habitat filming equivalent to the Services requested in this RFP.
3. Respondent shall not have a conflict of interest which would prevent it from providing the Services requested in this RFP. (In the event Respondent has done work for the County on this project in the past or has reason to believe that a conflict of interest may exist, Respondent should consult with its legal counsel prior to responding to this RFP.)

Respondent must possess:

1. Department of Fish and Game Permit at the time of award;
2. Demonstrable experience working with Nature Preserve habitat.

Tab 1:

(Complete this Section and submit as **Tab 1** of your Proposal)

1. Cover Letter/Executive Summary

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Respondent. **If the Respondent is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP.** The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signature to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. Validity of Proposal

The County requires that all Proposals be valid for at least one hundred eighty (180) days from his RFP's closing date. Proposals which are not valid for at least one hundred eighty (180) days will be considered non-responsive and subject to rejection. Please state below how long this Proposal will be valid for.

Respondent hereby certifies that Respondent's Proposal is valid for one hundred eighty (180) days from the RFP Closing Date.

 Validity of Proposal (in days)

 Signature required

3. Certification of Understanding

The County assumes no responsibility for any understanding of the Respondent or representation made by any of it's the County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

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

By signing below, Respondent certifies that such understanding has been considered in this Proposal.

 (Signature required)

4. Minimum Qualifications Statement

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

(Signature required)

5. Certificate of Insurance

Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III: Model Contract, Article P by signing below.

(Signature required)

If Respondent takes any exceptions to Article P, Insurance Provisions, as set forth in Section III Model Contract, please see Section 8 Statement of Compliance below.

6. DVD Sample Movies

Respondents shall certify failure to provide their sample DVDs related to this project will disqualify a Respondent from further consideration

(Signature required)

7. Child Support Enforcement and W9 Requirements

Respondent hereby certifies Respondent's willingness and ability to provide the required Orange County Child Support Enforcement and W9 Requirements as indicated in RFP Section I, paragraph G.

(Signature required)

8. Conflict of Interest

Respondent hereby certifies that: (I) Respondent has provided the County with the disclosures required in (A) and (B) below as part of its Proposal, or (II) that no relationships as outlined in (A) and (B) exist.

A. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.

B. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

(Signature required)

9. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Respondent hereby certifies (**Respondent must certify either A or B by signing below**):

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

(Signature required)

OR

- B. This Respondent is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature required)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The complete provision Respondent is taking exception to
2. The RFP page number and section of the provision Respondent is taking exception to
3. The suggested rewording by way of track changes (Microsoft Word Format)
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

OC Community Resources
Project: Upper Newport Bay Nature Preserve Educational Film

RFP# 106-564571-AW
Response Requirements

Tab 2:

Company Profile

(Complete this Section and submit as **Tab 2** of your Proposal)

Company Legal Name: _____

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

Business Address: _____

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

Website Address: _____ Email Address: _____

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

Years of experience producing nature filming: _____

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 RFP: _____

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

Email Address: _____

Contact person for accounts payable: _____

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

Email Address: _____

Name of service manager: _____

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: _____

Tab 3:

Respondent's Proposal

(Complete this section and submit as **Tab 3** in the third tabbed section of Proposal.)

1. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF RESPONDENT

This section of the proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, work load, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements specified in Section II (page 11 of 41) have been satisfied.**

a. Respondent shall:

1. Provide a brief profile of the firm (if applicable, the prime contractor and subcontractor(s)), including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees. Note: Use of subcontractors shall in no way reduce or mitigate the prime contractor's liability in regard to all work under the contract and scope of work associated with this RFP, including all work performed by subcontractors.
2. Provide a general description of the firm's (if applicable, the prime contractor's and subcontractor's(s')) financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger) that may impede Respondent's ability to complete the services.
3. Describe the Respondent's (if applicable, the prime contractor's and subcontractor's(s')) experience in performing work of a similar nature to that solicited in this RFP.
4. Describe Respondent's (prime) experience working with each subcontractor proposed for the awarded contract, if applicable.
5. Provide at least two (2) examples of work products developed by the firm and/or subcontractors proposed in your response. Examples should include any non proprietary materials respondent deems applicable. Examples shall reflect the work of the personnel (firm staff and/or subcontractors) who would be assigned to the County to provide Upper Newport Bay Nature Preserve Educational Film.
6. Provide, at a minimum, three (3) references for the services cited as related experience. References shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. The references should be provided for previous clients who have received similar services to those listed within this RFP.

- a. The Respondent must also submit the same for any subcontractors the Respondent may use on this project.

2. PROPOSED STAFFING AND PROJECT ORGANIZATION

This section of the proposal should establish the qualifications of the proposed project staff.

- a. Respondent shall:
 1. Complete Attachment C of the Model Contract (included in Section II of this Request for Proposals) and submit hereto:
 - a. Identify key staff members proposed to perform Upper Newport Bay Nature Preserve Educational Film and include major areas of subcontract work. Key staff members shall be identified, at a minimum, for the Project Manager; and
 - b. Identify subcontractors by company name, address, contact person, telephone number and project function if applicable.
 2. Furnish resumes for all proposed key staff members. The resumes shall describe the specific experience of each staff member as it relates to some or all of the knowledge and experience requirements needed for the Upper Newport Bay Nature Preserve Educational Film as described within the Scope of Work.
 3. Include a project organization chart which clearly delineates communication/reporting relationships among the key staff members.

3. WORK PLAN

Respondent shall provide a narrative that addresses the Scope of Work and shows Respondent's understanding of OC Parks' needs and requirements.

- a. Respondent shall:
 1. Describe the approach to completing each required objective specified within the Scope of Work.
 2. Outline sequentially the activities that would be undertaken in completing the objectives and specify the staff member(s) and/or subcontractor(s) proposed to perform each objective.
- b. Respondent may also propose enhancement or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

4. COST AND PRICING (COMPLETE SECTION III, ATTACHMENT B, AND SUBMIT HEREIN.)

In this section, Respondent shall complete Attachment B of the Model Contract (included in Section III of this Request for Proposals) to provide:

- a. A price breakdown for all tasks required;
- b. Classifications/titles and hourly rates for all proposed key personnel and indicate whether key personnel are Contractor or subcontractor staff; and
- c. Total contract amount for Upper Newport Bay Nature Preserve Educational Film

The County's intention is to award a firm, fixed-fee contract. Prices quoted shall include direct costs, indirect costs, and profits.

SECTION III

MODEL CONTRACT

FOR

UPPER NEWPORT BAY NATURE PRESERVE

EDUCATIONAL FILM

SECTION III: MODEL CONTRACT

Recitals

Articles

General Terms and Conditions

- A. Governing Law and Venue
- B. Entire Contract
- C. Amendments
- D. Taxes
- E. Delivery
- F. Acceptance/Payment
- G. Warranty
- H. Patent/Copyright Materials/Proprietary Infringement
- I. Assignment or Subcontracting
- J. Non-Discrimination
- K. Termination
- L. Consent to Breach not Waiver
- M. Remedies Not Exclusive
- N. Independent Contractor
- O. Performance
- P. Indemnification/Insurance
- Q. Bills and Liens
- R. Changes
- S. Change of Ownership
- T. Force Majeure
- U. Confidentiality
- V. Compliance with Laws
- W. Freight
- X. Pricing
- Y. Waiver of Jury Trial
- Z. Terms and Conditions
- AA. Headings
- BB. Severability
- CC. Calendar Days
- DD. Attorneys' Fees
- EE. Interpretation
- FF. Authority
- GG. Employee Eligibility Verification

Additional Terms and Conditions

- 1. Scope of Services
- 2. Term of Contract
- 3. Contingency of Funds
- 4. Fiscal Appropriations, Subject to
- 5. Compensation and Terms of Payment
- 6. Agreement
- 7. Audit/Inspections
- 8. Authorization Warranty

OC Community Resources
Project: Upper Newport Bay Nature Preserve Educational Film

RFP# 106-564571-AW
Model Contract

9. Breach - Sanctions
10. Changes/Extra Work/Amendments
11. Conditions Affecting Work
12. Conflict of Interest
13. Contractor Work Hours and Safety Standard
14. Contactor's Expense
15. Covenant Against Contingency Fees
16. Dispute
17. Gratuities
18. Independent Contractor
19. News and Information Release
20. Notices
21. Ownership of Documents
22. Payment Terms – Payment in Arrears
23. Payment – Invoicing Instructions
24. Precedence
25. Project Administration
26. Reports/Meetings
27. Responsibility of the Contractor
28. Termination – Convenience of the County
29. Expenditure Limit

Model Contract Signature Page

Attachments:

- A. Scope of Work
- B. Compensation and Payment Terms
- C. Respondent's Cost Proposal

Exhibits:

1. County of Orange Child Support Form
2. W9 Form, Taxpayer ID Number and Certification

**MODEL CONTRACT
BETWEEN
THE COUNTY OF ORANGE
AND**

**FOR
PROFESSIONAL SERVICES**

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, Community Resources, OC Parks, a political subdivision of the State of California; hereinafter referred to as "County," and (Company Name), with a place of business at (Address); hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for Upper Newport Bay Nature Preserve Educational Film for the County; and

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the above mentioned product with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. 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, when accepted by the 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 by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by 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 or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-Contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of 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 or Contractor 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 under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by 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 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 Contractor's negligence in providing 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 Indemnities, 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 provision 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 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
Professional Liability Insurance	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the 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 the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this Contract shall give the County of Orange 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 AGENT OR REPRESENTATIVE.~~

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

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

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

The 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 provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the 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 the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty 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.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange 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 scope of 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto

against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any 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 their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- 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 their 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.

II. **ADDITIONAL TERMS AND CONDITIONS:**

1. **Scope of Services:** This Contract, including Attachments, specifies the Contractual terms and conditions by which the Contractor will provide Contractor Services under a fixed-price Contract, as set forth in the Scope of Work identified and incorporated herein by this reference as Attachment A to this Contract.
2. **Term of Contract:** The initial term of this Contract is for eighteen (18) months effective on the date execution is completed by all necessary parties, or is approved by the County Board of Supervisors, whichever occurs later, continuing for eighteen (18) months from that date, unless earlier terminated by County. This Contract may be extended beyond the initial term for up to six (6) months with the written approval of the Director of OC Community Resources, or designee. The COUNTY is not obligated to give a reason or notice if it elects not to extend. Any further extensions require the approval of the County of Orange Board of Supervisors.”
3. **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.
4. **Fiscal Appropriations, Subject to:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
5. **Compensation:**
The Contractor agrees to accept the specified compensation set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials called for; and for difficulties which may arise or be encountered in the execution of the services until acceptance; and for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder.

Terms of Payment:
Payment shall be made to the Contractor in accordance with Attachment B.
6. **Agreement:** This Contract and all its exhibits and attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract which vary from the Contractor proposal are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both parties.
7. **Audit/Inspections:** The Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-Contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the 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 the County's project manager.

8. **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.
9. **Breach - Sanctions:** 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, afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
10. **Changes/Extra Work/Amendments:** The Contractor shall make no changes in this Contract without the County's written consent. No Alteration or variation of the terms of this Contract shall be valid unless in writing and signed by the parties: no oral understanding or agreement not incorporated herein shall be binding on either of the parties. In the event that there are new or unforeseen requirements, the County, with the Contractor's concurrence, has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the change was proposed and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment before becoming effective. Said Amendment shall be issued by the County Purchasing Agent or his designee and will be subject to approval by the County Board of Supervisors unless the change falls within the authority already delegated by the Board of Supervisors to the Purchasing Agent. Nothing herein shall prohibit the Contractor from proceeding with the work set forth in Scope of Work.

All extra services are by mutual consent of all parties and will be subject to the approval of the County Board of Supervisors unless the extra services fall within the authority already delegated by the Board of Supervisors to the Purchasing Agent.

11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any

of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

12. **Conflict of Interest:** 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 term of this Contract employ any County employee for any purpose in relation to performance hereunder.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub-tier Contractor's, 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 interest of the County.

13. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and county safety regulations and laws.
14. **Contractor's Expense:** The contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service in the County Civic Center.
15. **Covenant Against Contingency Fees:** The 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 the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
16. **Disputes:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

OC Community Resources
 Project: Upper Newport Bay Nature Preserve Educational Film

RFP# 106-564571-AW
 Model Contract

For County: County of Orange
 OC Parks
 2301 University Drive
 Newport Beach, CA
 Attn: TBD
 Phone: TBD
 Fax: TBD
 E-mail:

OC Community Resources/Purchasing & Contract Services
 1770 N. Broadway, 3rd Floor
 Santa Ana, CA 92706-2642
 Attn: Andrew Wu
 Phone: (714)480-xxxx
 Fax: (714)480-xxxx
 E-mail:

21. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

22. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference price agreement number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

23. **Payment – Invoicing Instructions:** The Contractor will provide a two-part invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Price Agreement number
6. Date of service
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

24. **Precedence:** The Contract documents consist of this Contract and its Exhibits and Attachments. 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 (i.e. those provisions set forth in the Recitals and Articles of this Contract), and then the Exhibits and Attachments.
25. **Project Administration:** The Contractor shall appoint a Project Manager to direct the efforts in fulfilling the Contractor's obligations under this Contract. This Project Manager shall be subject to the approval of the County and shall not be changed without the written consent of the County's Project Manager, whose consent shall not be unreasonably withheld. The County shall appoint a Project Lead. The Lead shall act as liaison between the County and the Contractor during the term of this Contract. The Project Lead shall coordinate the activities of the County staff assigned to work with the Contractor.

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.

The County's Project Lead shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Lead shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within seven (7) calendar days after written notice by the County's Project Lead. The County's Project Lead 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. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
27. **Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

The Contractor warrants that all persons employed by the Contractor have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

28. **Termination –Convenience of the County:** The County may terminate performance of work under this Contract for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the County's interest. The agency/department assigned buyer shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

1. Stop work as specified in the notice of termination;
2. Place no further Subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;
3. Terminate all orders and Subcontracts to the extent they relate to the work terminated;
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any Subcontracts, the approval or ratification of which will be final for purposes of this clause;
5. As directed by the assigned buyer transfer title and deliver to the County (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County;
6. Complete performance of the work not terminated; and
7. Take any action that may be necessary or as the County may direct for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the County has or may acquire an interest and to mitigate any potential damages or requests for Contract adjustment or termination settlement to the maximum practical extent.

At the completion of the Contractor's termination efforts, the Contractor may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the Contractor shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the County. The Contractor shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the County upon written request of the Contractor within the 90-day period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. Contractor shall insert in all sub-Contracts that sub-Contractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-Contractor's to insert the same condition in any lower tier sub-Contracts.

29. **Expenditure Limit:** The contractor shall notify the County of Orange assigned buyer in writing when the expenditures against the contract reach 75 percent of the dollar limit on the contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the contract unless a change order to cover those costs has been issued.

OC Community Resources
Project: Upper Newport Bay Nature Preserve Educational Film

RFP# 106-564571-AW
Model Contract

Model Contract Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

CONTRACTOR

Print Name Title

* DO NOT SIGN THIS PAGE AT THIS TIME *

Signature Date

* DO NOT SIGN THIS PAGE AT THIS TIME *

Print Name Title

Signature Date

* Pursuant to California Corporations Code Section 313, If the contracting party is a corporation, **(2) two signatures are required:** one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

- **County of Orange, a political subdivision of the state of California**

Andrew Wu Procurement Contract Specialist

Print Name Title

Signature Date

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD per G.C. SEC 25103, RESO 79-1535 ATTEST:

APPROVED AS TO FORM:
COUNTY COUNSEL

Date: _____

By _____
Deputy

ATTACHMENT A**COUNTY SCOPE OF WORK****Upper Newport Bay Nature Preserve Educational Film**

Vendor shall provide all labor, materials, permit, and equipment required to create a short film documentary on mammals in their natural habitat at Upper Newport Bay Nature Preserve.

Film Overview

This project will focus on the creation of a short film (7-12 min.) that explores the beauty and wildlife of Newport Bay's upland habitat. The film will highlight species such as bobcat, coyote and osprey, focusing on behaviors such as hunting, eating, guarding territory and taking care of young. Narration, nature sounds and original music will create an educational experience that is enjoyable for the entire family and is intended for hi-definition viewing on an 8' x 16' large screen in the Muth Interpretive Center Theater at the Upper Newport Bay Nature Preserve.

Camera Package

Contractor will shoot with a minimum HD standard of 1920 x 1080. Contractor will use a full-size, 2/3-inch camcorder for wide daytime exteriors. Night vision video techniques will include a minimum HD standard of 1920 x 1080. It is the filmmaker's responsibility to work at night in the Preserve to achieve the sequence goals. Footage will be accompanied by natural sound effects or post-production foley.

Progress

Contractor will meet with Nature Preserve staff every three months to show highlights of video progress.

Music/Score and Sound Effects

Contractor is responsible for acquiring professional narration, nature sounds and all original music to accompany the film. Project completion is pending County staff approval of final narration, nature sounds and music/score.

Final Project Format

The final project will be delivered on Blue Ray DVD with five (5) total copies.

Timeline

Project is to be completed within 18 months from project start date.

Filming maybe restricted in some circumstances due to wildlife activities and weather conditions, as determined by County designee.

Ownership

All materials, data, soundtracks, and footage will be the sole property of the County of Orange/ O.C. Parks.

Wildlife to be Included in Film:**Mammals**

Bobcat
Coyote
Cottontail Rabbit
Striped Skunk
Opossum
Ground Squirrel
Raccoon
Deer Mouse
Woodrat
Gray Fox
Long-tailed Weasel

Birds

Red-tailed Hawk
Kestrel
Western Burrowing Owl
Osprey
Northern Harrier
Turkey Vulture
California Gnatcatcher
Coastal Cactus Wren

Reptiles

Western Fence Lizard
King Snake
Gopher Snake

Spiders

Trapdoor Spider

ATTACHMENT B**Compensation / Payment**

(Complete and submit as #4, in **Tab 3** of Section II “Response Requirements”)

This is a firm, fixed-fee Contract between the County and Contractor for Upper Newport Bay Nature Preserve Educational Film as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the fees, or the total Contract amount, specified below unless authorized by amendment in accordance with Articles 5 and 10.

1. COMPENSATION:

Payment shall be made upon acceptance of services at the discretion of the County Project Manager. County will pay the following fees in accordance with the provisions of this Contract; partial payment may be allowed at the County Project Manager’s discretion.

A. Fixed Price

The fixed price of \$_____ shall be all-inclusive of general and administrative expenses and overhead related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A.

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

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

4. PAYMENT TERMS:

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Office of (Agency/Department) and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

Original Invoice(s) are to be sent to:

and a duplicate invoice(s) are to be sent to:

OC COMMUNITY RESOURCES
Accounts Payable
1300 S. Grand Ave, Building B, 2nd Floor
Santa Ana, CA 92705

OC COMMUNITY RESOURCES
Purchasing & Contract Services
Attn: Andrew Wu
1770 N. Broadway, 3rd Floor
Santa Ana, CA 92706

5. PAYMENT– INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Tasks/Services (as specified above)
8. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
9. Total
10. Taxpayer ID number

ATTACHMENT C**ATTACHMENT C
STAFFING PLAN**(Complete and submit as #2.a.1., in **Tab 3** of Section II “Response Requirements”)**1. KEY PERSONNEL TO PERFORM CONTRACT DUTIES**

Name	Classification/Designation/Title	Years of Experience	Contractor or Subcontractor
	Project Manager		

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the County. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the County Project Manager. During the term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2. SUBCONTRACTOR(S)

In accordance with Article I, “Assignment or Subcontracting,” listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

EXHIBIT 1

County of Orange Child Support Enforcement Certification Requirements

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the successful Contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. 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; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. 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.

The certifications will be stated as follows:

"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.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

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

The successful Contractor may use the forms supplied herein, to furnish required information listed above.

W-9 Form (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	--	---

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)
	Business name, if different from above
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)
	City, state, and ZIP code
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Part II	Certification
----------------	----------------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶		Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**ADMINISTRATION
PURCHASING & CONTRACT SERVICES**

REQUEST FOR PROPOSALS (RFP)

**FOR:
UPPER NEWPORT BAY NATURE PRESERVE
EDUCATIONAL FILM**

RFP No. 106-564571-AW

REQUEST FOR PROPOSALS



ORANGE COUNTY
Community Resources
Purchasing & Contract Services
1770 N. Broadway, 3rd Floor
Santa Ana, CA 92706

PROPOSALS MUST BE RECEIVED
AT OR PRIOR TO 2:00 P.M. PDST
ON
December 7, 2010

RFP # 106-564571-AW

INSTRUCTIONS:

1. SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR PROPOSAL AND ONE (1) SOFT COPY IN WORDS ON COMPACT DISC (CD).
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. FOR FURTHER INFORMATION, CONTACT:
ANDREW WU via BidSync @ www.BidSync.com

DATE: August 3, 2010

Request for Proposal (RFP) COVER PAGE

The County of Orange, OC Community Resources on behalf of OC Parks (hereinafter referred to as "County") is soliciting Request for Proposals ("Proposals") from qualified firms (hereinafter referred to as "Respondents"), to provide Professional Services to produce a short film documentary on mammals of Upper Newport Bay Nature Preserve. Respondents must meet the minimum qualifications and requirements set forth within the RFP and must be capable of providing services set forth in the Scope of Work, attached hereto as "Attachment A" and incorporated herein by this reference. The awarded contract (hereinafter referred to as "Contract"), if any, will be a fixed fee Contract between the County and selected Respondent(s).

This RFP is set out in the following format:

SECTION I	Introduction and Instructions to Respondents
SECTION II	Proposal Response Requirements
SECTION III	Model Contract

PROPOSALS ARE DUE December 7, 2010; BY 2:00 PM Pacific Time/Pacific Standard Time.

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to: Andrew Wu (hereinafter may also be referred to as "Deputy Purchasing Agent" or "DPA"), via BidSync at RFP # 106-564571-AW. For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339, Option 1. Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP.

The DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS, AND TO THE TERMS, CONDITIONS AND ATTACHMENTS REFERENCED HEREIN.

Date: _____ Company Legal Name: _____

*Authorized Signature

Name

Title

*Authorized Signature

Name

Title

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

RETURN THIS SHEET WITH YOUR RESPONSE

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SECTION I

**INTRODUCTION
AND
INSTRUCTIONS TO RESPONDENTS**

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. INTRODUCTION

The Community Resources Division of Orange County, California ("County") invites qualified film producers to submit proposals to produce a short film documentary on mammals of Upper Newport Bay Nature Preserve for OC Parks.

The County intends that the successful Respondent shall produce a minimum HD standard of 1920 x 1080 short film documentary of Upper Newport Bay Nature Preserve habitat in accordance with the terms and conditions set forth in Section III – Model Contract, including Attachments. Refer to Section III, Attachment A, of this RFP for an expanded description of the Scope of Work.

B. PROPOSED TIME SCHEDULE

Date	Action
8/3/10	Release of RFP
9/10/10	Non-Mandatory Pre-Proposal Conference will be held at Muth Interpretive Center, 2301 University Drive, Newport Beach, CA 92660
10/28/10	Written Questions from Respondents Due by 2:00 P.M. PST
11/9/10	Issuance of Addendum (Questions and Answers)
12/7/10	Deadline for Proposals: Due by 2:00 P.M. PT PST
12/7/10 – 12/16/10	Evaluation of Proposals
TBD	SUBMISSION FOR APPROVAL BY COUNTY BOARD OF SUPERVISORS

C. INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL

- Clearly identified Proposals are due on or before December 7, 2010, no later than **2:00 P.M. PT/PST**, and are to be delivered in a sealed package with the following information to:

RE: RFP No. 106-564571-AW

Attn: ANDREW WU

County Of Orange
Community Resources/Purchasing & Contract Services
1770 N. Broadway, 3rd Floor
Santa Ana, CA 92706-2642

County of Orange, OCCR Receptionist Office Regular Business Hours:

Monday through Friday
8:00 A.M. to 12:00 Noon. PST
1:00 P.M. to 4:00 P.M. PST
Closed from 12:00 P.M. to 1:00 P.M. PST

Proposals must be time-stamped on the outside of the sealed package by OC Community Resources receptionist or department staff. It is the sole responsibility of the Respondent to ensure that delivery is made to the County prior to the Closing Date and time. Delivery receipts are available upon request.

This office will be closed on the following County Holidays during the solicitation period:

Memorial Day, May 31st
Independence Day, July 5th
Labor Day, September 6th
Columbus Day, October 11th
Veteran's Day, November 11^h
Thanksgiving Day, November 25th
Day after Thanksgiving, November 26th
Christmas Day, December 24th
New Year's Eve, December 31st

2. Clarifications: The County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to Deputy Purchasing Agent ("DPA") Andrew Wu via BidSync (refer to Bid #106-564571-AW). For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Option 1.

All questions or requests for interpretations must be received by **2:00 P.M. on October 28, 2010**. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned DPA or BidSync. It is the Respondent's responsibility to ensure that they have received and reviewed any and all addenda to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. Validity of Statements: Proposals must be valid for a period of at least one hundred eighty (180) calendar days from the closing date and time for receipt. No Proposal may be withdrawn after the submission date.
4. Proposal Copies: Each Respondent must provide one (1) hard copy original, and four (4) additional hard copies of the Proposal. One Proposal is to be clearly marked as "original" on the outside cover and contain original signatures. In addition, Respondent must submit one (1) CD-ROM copy as outlined below.

5. Submission Format: All written Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be in a Microsoft Word format (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

The electronic versions of the proposal shall be submitted on CD-ROM, and the CD-ROM disks must include all sections and attachments in PDF format.

It is not necessary to include an electronic version of the Cover Page or other certifications included in Part 1 of Section II of this RFP. Those items should be submitted in hard copy, with original signatures on the copy designated as "original". In addition, it is not necessary to submit audited financial reports, marketing brochures or similar additional information in the electronic versions of the Proposal.

6. DVD Sample Movies: Respondents shall submit three (3) of their recent short documentary films related to this project in Hi-Definition standard to be viewed on an 8' x 16' large screen quality. Failure to provide these DVDs will disqualify a Respondent from further consideration.
7. Proprietary Information: Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. Qualifications: By submitting a Proposal, the Respondent represents that it has thoroughly examined the County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve the County's objectives.
9. Compliance: Each Respondent must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Tab 1, 9. Statement of Compliance.
10. Presentation: After the closing date and time for receipt of proposals, evaluation and **if requested** by County, interview /oral presentations may commence. Respondents who submit Proposals most responsive to the County's requirements may be asked to give an oral presentation of their Proposal to County staff. Selected Respondents should be prepared to make their oral presentation within five (5) calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. Respondents shall not be allowed to alter or amend their Proposal through the use of the presentation process.
11. County Rights: The County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of the County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse a Respondent from full compliance with all other sections of the RFP.

12. Expenses: Pre-contractual expenses are not to be included in, or as part of the Compensation/Payment amount stated in the Model Contract, Attachment B for Contractor Services. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Respondent in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Respondent's Proposal; and any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.
13. Notice: The County reserves the right to: a) negotiate the final Contract with any Respondent(s) as necessary to serve the best interests of the County; b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Respondent responding to this RFP; c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the County may deem to be in its best interests; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.
- In addition, negotiations may or may not be conducted with any Respondent; therefore, the Proposal submitted should contain the Respondent's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Respondent.
14. Joint Venture: Where two or more Respondents desire to submit a single Proposal in response to this RFP, 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.
15. Lobbyist: The County does not require and neither encourages the use of lobbyists or other consultants for the purpose of securing business.
16. Conflict of Interest: Each Respondent shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Respondent were to be selected as the Contractor. This obligation shall apply to the Respondent; the Respondent's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services in Respondent's Proposal. In the event Respondent has done work for the County on this project in the past or has reason to believe that a conflict of interest may exist for Respondent in regard to this project, Respondent should consult with its legal counsel prior to responding to this RFP. Any Respondent who is found to have an actual conflict of interest may have its Proposal rejected on that ground.

D. INSTRUCTIONS - PROTEST PROCEDURES:

Any actual or prospective Respondent or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

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:

- 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.

Protest of Proposal Specifications:

All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the proposal.

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 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.

Protest Process:

- i. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- ii. Upon receipt of a timely protest, the Deputy Purchasing Agent 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.
- iii. The County may, after providing written justification to be included in the procurement file, makes 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.
- iv. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor 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 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.
- § 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 his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- § 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.

E. EVALUATION PROCESS AND CRITERIA

General

All proposals will be subject to a standard review process developed by the County Evaluation Committee. The committee will be comprised of appropriate County personnel and/or private citizen, with the appropriate experience and/or knowledge. Scoring of the proposals and the oral interviews will be based on an ordinal ranking system that is provided.

Evaluation Procedure

The County will evaluate all proposals received by December 7, 2010 at the OC Community Resources Office. A Selection Committee will evaluate Respondent's proposals based on the review of fully responsive proposals that conform to the format set forth in this RFP.

The selection committee reserves the right to request additional information and/or clarification of any information submitted by any Respondent. The selection committee may or may not conduct oral interviews. If oral interviews are conducted, Respondents will be asked to submit a more detailed schedule, cost estimate and list of staff to be assigned to perform this project.

Each Respondent will be expected to respond to a series of scripted questions, prepared by the selection committee prior to the interview, and to present or demonstrate the proposed project's outline during the 30 minutes period, including 30 minutes for questions. The County will provide a conference room and projector for the demonstration.

A contract agreement will be negotiated following the final selection. If the County is unable to negotiate a satisfactory agreement with the selected firm, it will undertake negotiations with the second ranked firm and so on until it has reached a satisfactory agreement. The Selection Committee will present one contract to the Board of Supervisors to approve, for a short film documentary on Upper Newport Bay Nature Preserve for OC Parks.

Evaluation Criteria

Initial Review

All proposals will be initially evaluated to determine if the proposal meets the following requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFP.
- b. Vendors must meet the requirements as stated in the Minimum Qualifications/Requirements.
- c. Vendors must provide three (3) references from other agencies that they have provided the same or similar service as being requested in this RFP.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation, if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the County may elect to waive the deficiency and accept the proposal.

Final Review

Any inquiry to determine the responsibility of a Respondent to this RPF may be conducted. The submission of a Proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration. Proposals will be evaluated using a process that

evaluates five key areas. A ranking will be given for each of the five categories. These categories are described below:

1. **Expertise**
 - a. Specific related experience with preparing Educational Films
 - b. Previous experience creating educational films that explores the beauty and wildlife habitat.
 - c. Experience working with High Definition (HD) camcorder.
 - d. Experience working in natural outdoor setting.
 - e. Must be flexible to work at night or day to achieve the sequence goals.
2. **Key Personnel and References**
 - a. Proposed project team's qualifications, staff and related experience
 - b. Licenses and certifications
 - c. Knowledge
 - d. Sample Movies
3. **Approach/Understanding of Project**
 - a. Understanding of project and objectives
 - b. Approach to project completion
4. **Staffing During Project Period** (June 2011 – December 2013)
 - a. Adequate staff to perform project
 - b. Availability of staff to project
 - c. Commitment to completion of project
5. **Project Cost** (Total Cost)

F. SELECTION/AWARD PROCESS

Upon the completion of the evaluation process, the Evaluation Panel will develop a ranked slate. The top two ranked firms will be selected as a primary and an alternate firm for contract negotiation. Recommendation of Award will be made to the responsible Respondent whose proposal best meets the County's requirements as determined by the evaluation committee and DPA. Recommendation of Award will be submitted to the Board of Supervisors for final approval.

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

Pre-contractual expenses are not to be included in, or as part of the Compensation/Payment amount stated in the Model Contract. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Respondent in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County any matter related to the Proposal; and any other expenses incurred by the Respondent prior to the date of award and execution, if any, of the Contract.

The County reserves the right to: a) negotiate the final Contract with any Respondent(s) as necessary to serve the best interests of the County; b) withdraw this RFP, in whole or in part, at any time without prior notice and,

furthermore, makes no representations that any Contract will be awarded to any Respondent; c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondent as the County may deem to be in its best interests; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

G. COUNTY OF ORANGE CHILD SUPPORT AND W9-REQUIREMENTS

1. ORANGE COUNTY CHILD SUPPORT

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Respondent agrees to furnish to the Assigned DPA or, the 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 Respondent to timely submit the data and/or certifications required may result in the Contract being awarded to another Respondent. 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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Respondent shall utilize the forms provided as Exhibit 1 of this RFP to satisfy this requirement)

2. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENTS

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) 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 the required W-9 or W-8.

(Upon County request, Respondent shall utilize the forms provided as Exhibit 2 of this RFP to satisfy this requirement)

SECTION II

RESPONSE REQUIREMENTS

SECTION II: RESPONSE REQUIREMENTS

Proposals shall include all of the information solicited in this RFP and any additional data that the Respondent deems pertinent to the understanding and evaluation of the proposal. Proposals shall be organized and sections tabbed in the order noted below. The Respondent shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration since oral presentations or demonstrations may not be solicited. Marketing materials shall not be submitted as documentation of Respondent's ability to provide services required.

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include THREE tabbed sections, Tab 1, Tab 2, and Tab 3, and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Minimum Qualifications/Requirements

The following are the minimum qualifications for a Respondent to be considered as an eligible candidate to submit a proposal for the requested services described in this RFP.

1. Respondent Company must possess a minimum of five (5) years experience in providing nature habitat filming equivalent to the Services requested in this RFP
2. Respondent's Project Manager and key personnel must possess a minimum of five (5) years experience each in providing nature habitat filming equivalent to the Services requested in this RFP.
3. Respondent shall not have a conflict of interest which would prevent it from providing the Services requested in this RFP. (In the event Respondent has done work for the County on this project in the past or has reason to believe that a conflict of interest may exist, Respondent should consult with its legal counsel prior to responding to this RFP.)

Respondent must possess:

1. Department of Fish and Game Permit at the time of award;
2. Demonstrable experience working with Nature Preserve habitat.

Tab 1:

(Complete this Section and submit as **Tab 1** of your Proposal)

1. Cover Letter/Executive Summary

All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Respondent. **If the Respondent is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP.** The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signature to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. Validity of Proposal

The County requires that all Proposals be valid for at least one hundred eighty (180) days from his RFP's closing date. Proposals which are not valid for at least one hundred eighty (180) days will be considered non-responsive and subject to rejection. Please state below how long this Proposal will be valid for.

Respondent hereby certifies that Respondent's Proposal is valid for one hundred eighty (180) days from the RFP Closing Date.

 Validity of Proposal (in days)

 Signature required

3. Certification of Understanding

The County assumes no responsibility for any understanding of the Respondent or representation made by any of it's the County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

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

By signing below, Respondent certifies that such understanding has been considered in this Proposal.

 (Signature required)

4. Minimum Qualifications Statement

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

(Signature required)

5. Certificate of Insurance

Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III: Model Contract, Article P by signing below.

(Signature required)

If Respondent takes any exceptions to Article P, Insurance Provisions, as set forth in Section III Model Contract, please see Section 8 Statement of Compliance below.

6. DVD Sample Movies

Respondents shall certify failure to provide their sample DVDs related to this project will disqualify a Respondent from further consideration

(Signature required)

7. Child Support Enforcement and W9 Requirements

Respondent hereby certifies Respondent's willingness and ability to provide the required Orange County Child Support Enforcement and W9 Requirements as indicated in RFP Section I, paragraph G.

(Signature required)

8. Conflict of Interest

Respondent hereby certifies that: (I) Respondent has provided the County with the disclosures required in (A) and (B) below as part of its Proposal, or (II) that no relationships as outlined in (A) and (B) exist.

- A. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- B. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

(Signature required)

9. **Statement of Compliance**

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Respondent hereby certifies (**Respondent must certify either A or B by signing below**):

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

(Signature required)

OR

- B. This Respondent is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature required)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The complete provision Respondent is taking exception to
2. The RFP page number and section of the provision Respondent is taking exception to
3. The suggested rewording by way of track changes (Microsoft Word Format)
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

OC Community Resources
Project: Upper Newport Bay Nature Preserve Educational Film

RFP# 106-564571-AW
Response Requirements

Tab 2:

Company Profile

(Complete this Section and submit as **Tab 2** of your Proposal)

Company Legal Name: _____

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

Business Address: _____

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

Website Address: _____ Email Address: _____

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

Years of experience producing nature filming: _____

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 RFP: _____

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

Email Address: _____

Contact person for accounts payable: _____

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

Email Address: _____

Name of service manager: _____

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: _____

Tab 3:

Respondent's Proposal

(Complete this section and submit as **Tab 3** in the third tabbed section of Proposal.)

1. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF RESPONDENT

This section of the proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, work load, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following, Respondent should justify how the minimum qualifications/requirements specified in Section II (page 11 of 41) have been satisfied.**

a. Respondent shall:

1. Provide a brief profile of the firm (if applicable, the prime contractor and subcontractor(s)), including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees. Note: Use of subcontractors shall in no way reduce or mitigate the prime contractor's liability in regard to all work under the contract and scope of work associated with this RFP, including all work performed by subcontractors.
2. Provide a general description of the firm's (if applicable, the prime contractor's and subcontractor's(s')) financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger) that may impede Respondent's ability to complete the services.
3. Describe the Respondent's (if applicable, the prime contractor's and subcontractor's(s')) experience in performing work of a similar nature to that solicited in this RFP.
4. Describe Respondent's (prime) experience working with each subcontractor proposed for the awarded contract, if applicable.
5. Provide at least two (2) examples of work products developed by the firm and/or subcontractors proposed in your response. Examples should include any non proprietary materials respondent deems applicable. Examples shall reflect the work of the personnel (firm staff and/or subcontractors) who would be assigned to the County to provide Upper Newport Bay Nature Preserve Educational Film.
6. Provide, at a minimum, three (3) references for the services cited as related experience. References shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. The references should be provided for previous clients who have received similar services to those listed within this RFP.

- a. The Respondent must also submit the same for any subcontractors the Respondent may use on this project.

2. PROPOSED STAFFING AND PROJECT ORGANIZATION

This section of the proposal should establish the qualifications of the proposed project staff.

- a. Respondent shall:
 1. Complete Attachment C of the Model Contract (included in Section II of this Request for Proposals) and submit hereto:
 - a. Identify key staff members proposed to perform Upper Newport Bay Nature Preserve Educational Film and include major areas of subcontract work. Key staff members shall be identified, at a minimum, for the Project Manager; and
 - b. Identify subcontractors by company name, address, contact person, telephone number and project function if applicable.
 2. Furnish resumes for all proposed key staff members. The resumes shall describe the specific experience of each staff member as it relates to some or all of the knowledge and experience requirements needed for the Upper Newport Bay Nature Preserve Educational Film as described within the Scope of Work.
 3. Include a project organization chart which clearly delineates communication/reporting relationships among the key staff members.

3. WORK PLAN

Respondent shall provide a narrative that addresses the Scope of Work and shows Respondent's understanding of OC Parks' needs and requirements.

- a. Respondent shall:
 1. Describe the approach to completing each required objective specified within the Scope of Work.
 2. Outline sequentially the activities that would be undertaken in completing the objectives and specify the staff member(s) and/or subcontractor(s) proposed to perform each objective.
- b. Respondent may also propose enhancement or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

4. COST AND PRICING (COMPLETE SECTION III, ATTACHMENT B, AND SUBMIT HEREIN.)

In this section, Respondent shall complete Attachment B of the Model Contract (included in Section III of this Request for Proposals) to provide:

- a. A price breakdown for all tasks required;
- b. Classifications/titles and hourly rates for all proposed key personnel and indicate whether key personnel are Contractor or subcontractor staff; and
- c. Total contract amount for Upper Newport Bay Nature Preserve Educational Film

The County's intention is to award a firm, fixed-fee contract. Prices quoted shall include direct costs, indirect costs, and profits.

SECTION III

MODEL CONTRACT

FOR

UPPER NEWPORT BAY NATURE PRESERVE

EDUCATIONAL FILM

SECTION III: MODEL CONTRACT

Recitals

Articles

General Terms and Conditions

- A. Governing Law and Venue
- B. Entire Contract
- C. Amendments
- D. Taxes
- E. Delivery
- F. Acceptance/Payment
- G. Warranty
- H. Patent/Copyright Materials/Proprietary Infringement
- I. Assignment or Subcontracting
- J. Non-Discrimination
- K. Termination
- L. Consent to Breach not Waiver
- M. Remedies Not Exclusive
- N. Independent Contractor
- O. Performance
- P. Indemnification/Insurance
- Q. Bills and Liens
- R. Changes
- S. Change of Ownership
- T. Force Majeure
- U. Confidentiality
- V. Compliance with Laws
- W. Freight
- X. Pricing
- Y. Waiver of Jury Trial
- Z. Terms and Conditions
- AA. Headings
- BB. Severability
- CC. Calendar Days
- DD. Attorneys' Fees
- EE. Interpretation
- FF. Authority
- GG. Employee Eligibility Verification

Additional Terms and Conditions

- 1. Scope of Services
- 2. Term of Contract
- 3. Contingency of Funds
- 4. Fiscal Appropriations, Subject to
- 5. Compensation and Terms of Payment
- 6. Agreement
- 7. Audit/Inspections
- 8. Authorization Warranty

OC Community Resources
Project: Upper Newport Bay Nature Preserve Educational Film

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9. Breach - Sanctions
10. Changes/Extra Work/Amendments
11. Conditions Affecting Work
12. Conflict of Interest
13. Contractor Work Hours and Safety Standard
14. Contactor's Expense
15. Covenant Against Contingency Fees
16. Dispute
17. Gratuities
18. Independent Contractor
19. News and Information Release
20. Notices
21. Ownership of Documents
22. Payment Terms – Payment in Arrears
23. Payment – Invoicing Instructions
24. Precedence
25. Project Administration
26. Reports/Meetings
27. Responsibility of the Contractor
28. Termination – Convenience of the County
29. Expenditure Limit

Model Contract Signature Page

Attachments:

- A. Scope of Work
- B. Compensation and Payment Terms
- C. Respondent's Cost Proposal

Exhibits:

1. County of Orange Child Support Form
2. W9 Form, Taxpayer ID Number and Certification

**MODEL CONTRACT
BETWEEN
THE COUNTY OF ORANGE
AND**

**FOR
PROFESSIONAL SERVICES**

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, Community Resources, OC Parks, a political subdivision of the State of California; hereinafter referred to as "County," and (Company Name), with a place of business at (Address); hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for Upper Newport Bay Nature Preserve Educational Film for the County; and

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the above mentioned product with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. 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, when accepted by the 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 by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by 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 or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-Contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of 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 or Contractor 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 under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by 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 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 Contractor's negligence in providing 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 Indemnities, 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 provision 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 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
Professional Liability Insurance	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the 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 the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this Contract shall give the County of Orange 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 AGENT OR REPRESENTATIVE.~~

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

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

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

The 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 provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the 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 the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty 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.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange 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 scope of 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 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto

against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any 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 their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- 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 their 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.

II. **ADDITIONAL TERMS AND CONDITIONS:**

1. **Scope of Services:** This Contract, including Attachments, specifies the Contractual terms and conditions by which the Contractor will provide Contractor Services under a fixed-price Contract, as set forth in the Scope of Work identified and incorporated herein by this reference as Attachment A to this Contract.
2. **Term of Contract:** The initial term of this Contract is for eighteen (18) months effective on the date execution is completed by all necessary parties, or is approved by the County Board of Supervisors, whichever occurs later, continuing for eighteen (18) months from that date, unless earlier terminated by County. This Contract may be extended beyond the initial term for up to six (6) months with the written approval of the Director of OC Community Resources, or designee. The COUNTY is not obligated to give a reason or notice if it elects not to extend. Any further extensions require the approval of the County of Orange Board of Supervisors.”
3. **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.
4. **Fiscal Appropriations, Subject to:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.
5. **Compensation:**
The Contractor agrees to accept the specified compensation set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials called for; and for difficulties which may arise or be encountered in the execution of the services until acceptance; and for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder.

Terms of Payment:
Payment shall be made to the Contractor in accordance with Attachment B.
6. **Agreement:** This Contract and all its exhibits and attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract which vary from the Contractor proposal are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both parties.
7. **Audit/Inspections:** The Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-Contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the 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 the County's project manager.

8. **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.
9. **Breach - Sanctions:** 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, afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach.
10. **Changes/Extra Work/Amendments:** The Contractor shall make no changes in this Contract without the County's written consent. No Alteration or variation of the terms of this Contract shall be valid unless in writing and signed by the parties: no oral understanding or agreement not incorporated herein shall be binding on either of the parties. In the event that there are new or unforeseen requirements, the County, with the Contractor's concurrence, has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the change was proposed and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment before becoming effective. Said Amendment shall be issued by the County Purchasing Agent or his designee and will be subject to approval by the County Board of Supervisors unless the change falls within the authority already delegated by the Board of Supervisors to the Purchasing Agent. Nothing herein shall prohibit the Contractor from proceeding with the work set forth in Scope of Work.

All extra services are by mutual consent of all parties and will be subject to the approval of the County Board of Supervisors unless the extra services fall within the authority already delegated by the Board of Supervisors to the Purchasing Agent.

11. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any

of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

12. **Conflict of Interest:** 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 term of this Contract employ any County employee for any purpose in relation to performance hereunder.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub-tier Contractor's, 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 interest of the County.

13. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and county safety regulations and laws.
14. **Contractor's Expense:** The contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service in the County Civic Center.
15. **Covenant Against Contingency Fees:** The 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 the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
16. **Disputes:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

OC Community Resources
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For County: County of Orange
 OC Parks
 2301 University Drive
 Newport Beach, CA
 Attn: TBD
 Phone: TBD
 Fax: TBD
 E-mail:

OC Community Resources/Purchasing & Contract Services
 1770 N. Broadway, 3rd Floor
 Santa Ana, CA 92706-2642
 Attn: Andrew Wu
 Phone: (714)480-xxxx
 Fax: (714)480-xxxx
 E-mail:

21. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

22. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference price agreement number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

23. **Payment – Invoicing Instructions:** The Contractor will provide a two-part invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Price Agreement number
6. Date of service
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total

24. **Precedence:** The Contract documents consist of this Contract and its Exhibits and Attachments. 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 (i.e. those provisions set forth in the Recitals and Articles of this Contract), and then the Exhibits and Attachments.
25. **Project Administration:** The Contractor shall appoint a Project Manager to direct the efforts in fulfilling the Contractor's obligations under this Contract. This Project Manager shall be subject to the approval of the County and shall not be changed without the written consent of the County's Project Manager, whose consent shall not be unreasonably withheld. The County shall appoint a Project Lead. The Lead shall act as liaison between the County and the Contractor during the term of this Contract. The Project Lead shall coordinate the activities of the County staff assigned to work with the Contractor.

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.

The County's Project Lead shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Lead shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within seven (7) calendar days after written notice by the County's Project Lead. The County's Project Lead 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. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
27. **Responsibility of the Contractor:** The Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Contractor under this Contract. The Contractor shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Work.

The Contractor warrants that all persons employed by the Contractor have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work.

28. **Termination –Convenience of the County:** The County may terminate performance of work under this Contract for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the County's interest. The agency/department assigned buyer shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

1. Stop work as specified in the notice of termination;
2. Place no further Subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;
3. Terminate all orders and Subcontracts to the extent they relate to the work terminated;
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of any Subcontracts, the approval or ratification of which will be final for purposes of this clause;
5. As directed by the assigned buyer transfer title and deliver to the County (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County;
6. Complete performance of the work not terminated; and
7. Take any action that may be necessary or as the County may direct for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the County has or may acquire an interest and to mitigate any potential damages or requests for Contract adjustment or termination settlement to the maximum practical extent.

At the completion of the Contractor's termination efforts, the Contractor may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the Contractor shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the County. The Contractor shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the County upon written request of the Contractor within the 90-day period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.

Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. Contractor shall insert in all sub-Contracts that sub-Contractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-Contractor's to insert the same condition in any lower tier sub-Contracts.

29. **Expenditure Limit:** The contractor shall notify the County of Orange assigned buyer in writing when the expenditures against the contract reach 75 percent of the dollar limit on the contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the contract unless a change order to cover those costs has been issued.

OC Community Resources
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Model Contract

Model Contract Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

CONTRACTOR

Print Name Title

* DO NOT SIGN THIS PAGE AT THIS TIME *

Signature Date

* DO NOT SIGN THIS PAGE AT THIS TIME *

Print Name Title

Signature Date

* Pursuant to California Corporations Code Section 313, If the contracting party is a corporation, **(2) two signatures are required:** one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

- **County of Orange, a political subdivision of the state of California**

Andrew Wu Procurement Contract Specialist

Print Name Title

Signature Date

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD per G.C. SEC 25103, RESO 79-1535 ATTEST:

APPROVED AS TO FORM:
COUNTY COUNSEL

Date: _____

By _____
Deputy

ATTACHMENT A**COUNTY SCOPE OF WORK****Upper Newport Bay Nature Preserve Educational Film**

Vendor shall provide all labor, materials, permit, and equipment required to create a short film documentary on mammals in their natural habitat at Upper Newport Bay Nature Preserve.

Film Overview

This project will focus on the creation of a short film (7-12 min.) that explores the beauty and wildlife of Newport Bay's upland habitat. The film will highlight species such as bobcat, coyote and osprey, focusing on behaviors such as hunting, eating, guarding territory and taking care of young. Narration, nature sounds and original music will create an educational experience that is enjoyable for the entire family and is intended for hi-definition viewing on an 8' x 16' large screen in the Muth Interpretive Center Theater at the Upper Newport Bay Nature Preserve.

Camera Package

Contractor will shoot with a minimum HD standard of 1920 x 1080. Contractor will use a full-size, 2/3-inch camcorder for wide daytime exteriors. Night vision video techniques will include a minimum HD standard of 1920 x 1080. It is the filmmaker's responsibility to work at night in the Preserve to achieve the sequence goals. Footage will be accompanied by natural sound effects or post-production foley.

Progress

Contractor will meet with Nature Preserve staff every three months to show highlights of video progress.

Music/Score and Sound Effects

Contractor is responsible for acquiring professional narration, nature sounds and all original music to accompany the film. Project completion is pending County staff approval of final narration, nature sounds and music/score.

Final Project Format

The final project will be delivered on Blue Ray DVD with five (5) total copies.

Timeline

Project is to be completed within 18 months from project start date.

Filming maybe restricted in some circumstances due to wildlife activities and weather conditions, as determined by County designee.

Ownership

All materials, data, soundtracks, and footage will be the sole property of the County of Orange/ O.C. Parks.

Wildlife to be Included in Film:**Mammals**

Bobcat
Coyote
Cottontail Rabbit
Striped Skunk
Opossum
Ground Squirrel
Raccoon
Deer Mouse
Woodrat
Gray Fox
Long-tailed Weasel

Birds

Red-tailed Hawk
Kestrel
Western Burrowing Owl
Osprey
Northern Harrier
Turkey Vulture
California Gnatcatcher
Coastal Cactus Wren

Reptiles

Western Fence Lizard
King Snake
Gopher Snake

Spiders

Trapdoor Spider

ATTACHMENT B

Compensation / Payment

(Complete and submit as #4, in **Tab 3** of Section II “Response Requirements”)

This is a firm, fixed-fee Contract between the County and Contractor for Upper Newport Bay Nature Preserve Educational Film as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the fees, or the total Contract amount, specified below unless authorized by amendment in accordance with Articles 5 and 10.

1. COMPENSATION:

Payment shall be made upon acceptance of services at the discretion of the County Project Manager. County will pay the following fees in accordance with the provisions of this Contract; partial payment may be allowed at the County Project Manager’s discretion.

A. Fixed Price

The fixed price of \$_____ shall be all-inclusive of general and administrative expenses and overhead related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A.

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

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

4. PAYMENT TERMS:

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the Office of (Agency/Department) and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

Original Invoice(s) are to be sent to:

and a duplicate invoice(s) are to be sent to:

OC COMMUNITY RESOURCES
Accounts Payable
1300 S. Grand Ave, Building B, 2nd Floor
Santa Ana, CA 92705

OC COMMUNITY RESOURCES
Purchasing & Contract Services
Attn: Andrew Wu
1770 N. Broadway, 3rd Floor
Santa Ana, CA 92706

5. PAYMENT– INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1, above
3. Name of County agency/department
4. Delivery/service address
5. Contract number
6. Service Date
7. Description of Tasks/Services (as specified above)
8. Hourly Rate, Classification/Title and Number of Hours for each Task/Service
9. Total
10. Taxpayer ID number

ATTACHMENT C**ATTACHMENT C
STAFFING PLAN**(Complete and submit as #2.a.1., in **Tab 3** of Section II “Response Requirements”)**1. KEY PERSONNEL TO PERFORM CONTRACT DUTIES**

Name	Classification/Designation/Title	Years of Experience	Contractor or Subcontractor
	Project Manager		

Contractor understands that those individuals represented as assigned to the project must remain working on the project throughout the duration of the project unless otherwise requested or approved by the County. Substitution or addition of Contractor’s Key Personnel in any given classification/title shall be allowed only with prior written approval of the County Project Manager. During the term of this Contract, Contractor shall maintain a business office in Southern California.

The Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

2. SUBCONTRACTOR(S)

In accordance with Article I, “Assignment or Subcontracting,” listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of the County Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

EXHIBIT 1

County of Orange Child Support Enforcement Certification Requirements

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of Contract, the successful Contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
2. 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; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. 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.

The certifications will be stated as follows:

"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.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

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

The successful Contractor may use the forms supplied herein, to furnish required information listed above.

Form (Rev. November 2005) Department of the Treasury Internal Revenue Service	W-9	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
		Name (as shown on your income tax return)		
		Business name, if different from above		
		Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶		
		☐ Exempt from backup withholding		
		Address (number, street, and apt. or suite no.)		
Print or type See Specific Instructions on page 2.	City, state, and ZIP code		Requester's name and address (optional)	
	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Question and Answers for Bid #106-564571-AW - Upper Newport Bay Nature Preserve Educational Film

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: Oct 28, 2010 2:00:00 PM PDT