

Solicitation 042-604848-AF

PROFESSIONAL SERVICES



County of Orange

Bid 042-604848-AF PROFESSIONAL SERVICES

Bid Number 042-604848-AF
Bid Title PROFESSIONAL SERVICES

Bid Start Date Nov 18, 2009 10:33:21 AM PST
Bid End Date Dec 22, 2009 4:00:00 PM PST
Question & Answer End Date Dec 2, 2009 10:00:00 AM PST

Bid Contact Ana E Figueroa
Procurement Contract Specialist
afigueroa@ochca.com

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Description
THE COUNTY OF ORANGE HEALTH CARE AGENCY IS SEEKING PROPOSALS TO ESTABLISH A CONTRACT FOR PROFESSIONAL SERVICES.



**THE COUNTY OF ORANGE
HEALTH CARE AGENCY PURCHASING
REQUEST FOR PROPOSAL ("RFP")
FOR
PROFESSIONAL SERVICES**

PROPOSALS MUST BE RECEIVED
PRIOR TO:

December 22, 2009, 4:00 P.M., (Pacific Standard Time)

Date/Time

042-604848-AF

Proposal Number

Date: November 18, 2009

The County of Orange (hereinafter "County") is seeking proposals for professional services. Interested proponents may submit a proposal containing the information requested in this RFP.

Proposals are due by 4:00 P.M., (Pacific Standard Time) on **December 22, 2009**. **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 in writing to Ana Figueroa at afigueroa@ochca.com or posted on the Bidsync.com internet site.

Prospective proponents shall not contact other County personnel with any questions or clarifications concerning this RFP. All official communication concerning this RFP shall be initiated by Health Care Agency Purchasing. Any County response relevant to this RFP other than through or approved by Health Care Agency Purchasing is unauthorized and will be considered invalid.

I have read, understood and agree to all statements in this request
for proposal and to its terms and conditions.

**THE COUNTY OF ORANGE RESERVES THE RIGHT
TO REJECT ANY AND ALL PROPOSALS.**

Firm Name as it appears on your invoice

Phone Number

Address

*** If a corporation, documents must be signed by two**
Corporate officers. The first – Chair of Board, Pres., or V.P.
The second – Secretary, assistant secretary, CFO, or assistant
treasurer.

*Authorized Signature (Sign all copies)

Title

Fed ID#

Date

*Authorized Signature (Sign all copies)

Title

1. INSTRUCTIONS - PROTEST

Procedure

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

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

Protest of RFP Specifications

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

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, protester must still submit a proposal prior to the close of the solicitation in accordance with the RFP 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 assigned buyer. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process

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

2. APPEAL PROCESS

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

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

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

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

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SECTION I: INTRODUCTION AND INSTRUCTIONS TO PROPONENTS

A. INTRODUCTION

The County of Orange Health Care Agency Purchasing is seeking proposals for professional services. Specifications are outlined herein, Section III, Attachment A: Scope of Work.

The County does not require neither encourages or discourages the use of lobbyists or other consultants for the purpose of securing business.

B. RFP TIME SCHEDULE

11/18/09.....	RFP Posting
12/02/09.....	Deadline for Written Clarifications/Questions to Health Care Agency Purchasing
12/03/09.....	Response to Clarifications/Questions Issued
12/22/09.....	Proposals Due Date
01/15/10.....	Evaluation of Proposals Completed
01/25/10.....	Interviews/site visits if needed
02/28/10.....	Contractor Selection, Negotiations/Finalization of Contract Terms, Contract Finalized
04/01/10.....	Contract Start Date

NOTICE: These dates represent a tentative RFP time schedule. The County reserves the right to modify these dates at any time.

C. INSTRUCTIONS TO PROPONENTS AND PROCEDURES FOR SUBMITTAL

1. The Proposal must be tabbed and indexed in accordance with the information requested in Section II.B: Proposal Response Requirements. It is imperative that all proponents responding to this RFP comply, exactly and completely, with the instructions set forth herein.
2. Clearly identified proposals are due by **4:00 P.M. (Pacific Standard Time) December 22, 2009**, and shall be addressed and delivered in sealed packages to:

Health Care Agency - Purchasing
Attn: Ana Figueroa
511 North Sycamore Street
Santa Ana, CA, 92701

Proposals must be date and time-stamped on the outside of the sealed package by a Health Care Agency Purchasing employee. Submittals received after this date and time will be considered late. The County reserves the right to reject all late proposals. The County assumes no responsibility for proposals received after this date and time regardless of reason.

3. It is the responsibility of each prospective proponent to review, evaluate and where necessary, request clarification to this RFP. All questions, requests for interpretation or clarification relevant to this RFP must be submitted to Ana Figueroa by email at afigueroa@ochca.com no later than **December 2, 2009 10:00 A.M., (Pacific Standard Time)** or posted on the Bidsync.com internet site. Oral statement(s) concerning the meaning or intent of the contents of this RFP by any person are unauthorized and invalid. In the event the County deems it necessary to clarify or make changes to this RFP, this shall be done in the form of a written addendum authorized and issued by Ana Figueroa or authorized designee only. The County does not guarantee that proponents will receive addenda to this RFP. Prospective proponents should review Bidsync.com internet site for

notice of addenda. It is the responsibility of prospective proponents to request all additional information/modifications to this RFP.

4. Proposals must be valid for a period of three hundred sixty-five (365) days from the due date. Proposals may **not** be withdrawn after the submission date.
5. Responses to this RFP must follow the format specified in Section II, Proposal Preparation Instructions and Response Requirements.
6. Prior to the award of any contract, all proposals will be designated confidential to the extent permitted by applicable state and federal law. However, all proposals will likely be regarded as public records once the contract is awarded, or once all proposals are rejected and this solicitation is terminated. Any information a firm considers highly confidential information should not be deposited in writing with the County. If it is necessary to include proprietary/trade or confidential information in your response, the County recommends that the proprietary/trade or confidential information be clearly indicated as confidential. While the County will take all reasonable precautions, it cannot guarantee protection of the information furnished in a proposal.
7. After the proposal due date, evaluation will commence. Proponents judged most responsive to the County's requirements may or may not be asked to give an oral presentation on their proposal and/or to have a site visit. Selected proponents should be prepared to schedule a site visit and/or make their presentation within five (5) days of notification and be prepared to discuss all aspects of their proposals in detail, including technical questions regarding the proposal. Proponents will not be allowed to alter or amend proposals through use of the presentation process.
8. The County reserves the right to negotiate modifications with any proponent as necessary to serve the best interests of the County. Any proposal may be rejected if it is conditional, incomplete or deviates from requirements and specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects, or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the proposal. Failure of the County in any one or more instances to insist upon strict adherence to the requirements of this RFP shall not be construed as a waiver or relinquishment to any extent of the right to require adherence to any other requirement or on any future occasion.
9. Pre-Contractual Expenses: Pre-contractual expenses are defined as expenses incurred by the proponent in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to the County; 3) negotiating with the County any matter related to proponent's proposal; and 4) any other expenses incurred by the proponent prior to the date of award and execution, if any, of the contract.

The County shall not, in any event, be liable for any pre-contractual expenses incurred by proponents in the preparation and submission of their proposals. Proponents shall not include any such expenses as part of their proposals.

10. Proponent must submit its proposal in strict accordance with and responsive to all procedural and substantive requirements of this RFP and such compliance must be stated in the proposal. Deviations and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration.
11. The County reserves the right to: 1) award its total requirements to one proponent or to apportion those requirements among two or more proponents as the County may deem to be in its best interest; 2) negotiate the final contract(s) with any proponent(s) as necessary to serve the best interests of the County; 3) withdraw this RFP at any time

without prior notice; or 4) perform facilities inspection prior to selection or award. Furthermore, the County makes no representations that any contract will be awarded to any proponent responding to this RFP. The County reserves the right to reject any and all proposals. In addition, negotiations may or may not be conducted with proponents; therefore, the proposal submitted should contain proponent's most favorable terms and conditions, since the selection and award may be made without discussion with any proponent.

12. The County will make an award based on what it determines to be its own best interest. By participating in this process, proponents agree to accept the County's Purchasing Agent's decision as final.

D. EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated by a panel on the basis of the response to all requirements of Section II.B: Proposal Response Requirements. Upon successful completion of negotiations, the resultant contract may be submitted to the Board of Supervisors for approval. If a satisfactory contract cannot be negotiated in a timely manner, the County in its sole discretion may terminate negotiations with the selected contractor and begin contract negotiations with another contractor.

The model contract contained in Section III of this RFP is the contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, and to reflect the proponent's proposal and qualifications.

The County shall use the following criteria in its evaluations and comparisons of proponents. No inference is to be drawn concerning relative importance of criteria based on order presented.

EVALUATION CRITERIA:

1. Proponent's scope of experience.
2. Proponent's staffing, certificates, and licenses.
3. Proponent's overall understanding of the County's requirement.
4. Proponent's proposed cost.
5. Proponent's financial stability and statements.
6. Proponent's presentation/interview.

All proposals will be compared on a response-by-response basis. Proponents must respond to this RFP in the form and format required.

Prior to receipt of proposals, an evaluation committee will establish criteria weighting and assigning points which measure how responsive the proponent's proposal is to the particular specification or requirement in question. The total number of points earned will be tallied for each proposal and then the proposals will be ranked according to the total number of points awarded.

The evaluation panel shall select firms that best meet County requirements. The County will create a list of such firms that may be contacted at the County's discretion to negotiate a contract. By submitting a response, the proponent agrees to the decision of the County's Purchasing Agent as final.

Following the initial evaluation process, the highest-ranking proponents may or may not be invited to an oral interview/presentation and/or requested to have a site visit. If highest-ranking proponents are invited to an oral interview/presentation or requested to have a site visit, they should be able to appear for an interview/presentation and/or to schedule a site visit within five (5) days upon notification by the assigned buyer.

E. CONTRACTING PROCEDURES

1. The model contract (Section III) will become the basis for the contract between the County and the proponent. After negotiations are complete, execution and final issuance of the contract may be contingent upon approval by the County Board of Supervisors and the assigned buyer.
2. The County in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all prospective proponents that Disadvantaged Business Enterprises (DBE) are afforded an equal opportunity to compete for and perform contracts resulting from this solicitation. No person will be discriminated against on the grounds of race, color, national origin, age, sex, or disability in awarding the contract.

SECTION II: PROPOSAL PREPARATION INSTRUCTIONS AND RESPONSE REQUIREMENTS

A. GENERAL PROPOSAL PREPARATION INSTRUCTIONS

In order to provide for a more accurate and timely evaluation of the proposals submitted, a standard proposal format has been developed. The following instructions have been developed to assist proponents in understanding the exact content requirements and physical formats required for the submission of a proposal according to this standard format. All proponents are required to format their proposal according to these guidelines and, where applicable, incorporate the proposal forms required for presentation of certain types of information.

Physical Preparation of the Proposal

Each proponent's submittal shall be in bound form allowing quick and easy movement between proposal sections. The binder must contain the proponent's proposal, tabbed and indexed as set forth herein, and titled "**professional services**".

Proponents must provide one (1) original, three (3) copies (paper format) of their proposal and one (1) diskette or CD (digital format). The original proposal is to be clearly marked as original and contain original signatures.

Each proposal should be physically constructed according to the following additional criteria:

1. All proposal pages should be "letter-size" (approximately 8-1/2 inches by 11 inches);
2. Each proposal page shall carry the following information in either a page heading section or page footer section:
 - a. RFP 042-604848-AF;
 - b. proposal page number; and
 - c. vendor name/acronym.

a. PROPOSAL RESPONSE REQUIREMENTS

Responses must be indexed in the following order with individual tabs for each numbered item. The twelve (12) sections are to be tabbed one (1) through twelve (12).

1. **Cover Page**

Proposal must be accompanied by the first page of the County's RFP with applicable signatures affixed and the first page of any subsequent addenda issued to the RFP must also be included in this section of the proposal.

2. **Company Profile** (Exhibit 1)

3. **Qualifications and Experience**

Proponent must provide a resume describing qualifications, and if applicable, resumes of key professional personnel to be assigned to this project. Proponent must provide, at a minimum, information relating to education, any degrees, certificates or licenses possessed, work performed, and assignments involving services and requirements similar in nature and scope to those set forth in this RFP.

4. **Work Plan**

Proponent must provide a proposed work plan as outlined in Section III, Attachment A: Scope of Work.

5. **Cost Summary/Pricing** (Attachment C)

Proponent must provide a Fixed Fee Cost Proposal for the proposed project.

6. **References of Work of Similar Scope** (Exhibit 2)

Proponent must submit three (3) references of work of similar scope. Include the name, address, phone number, facsimile number and e-mail address of contact person, name of firm, description of services provided, dates of service, and contract amount.

7. **Certificate of Insurance**

Proponent must confirm willingness and ability to provide the required insurance coverage as set forth in Article "O" of the model contract in Section III.

8. **Validity of Proposal**

Proponent must state the length of time that its proposal shall remain valid. Proposals must be valid for a minimum of three hundred sixty-five (365) days from the date proposals are due.

9. **Statement of Compliance**

A. **Statement of Compliance**

Include in this section either a statement of compliance with all parts of this RFP including the Articles in the model contract or a listing of exceptions and suggested changes, along with any cost impact and schedule changes.

Proposal must certify either one (1) or two (2) below:

1. This proposal is in strict compliance with said RFP including the model contract and no exceptions thereto are proposed.

2. This proposal is in strict compliance with said RFP including the model contract except for those proposed exceptions listed in a separate attachment hereto. The attachment must include, for each proposed exception:
 - a. The suggested rewording of the contract or other portions of the RFP;
 - b. Reasons for submitting the proposed exception; and
 - c. Any impact the proposed exception may have on cost, scheduling, or other areas.

B. Model Contract

Complete items left blank in the model contract and submit the entire model contract (see Section III).

10. Certification of Understanding

Proponent must certify that it accepts and understands the following statement, which has been considered in the proponent's proposed cost.

County assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any contract(s), which results from this RFP unless:

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

11. Resources to be Provided by the County (Attachment D)

List any resource, County assistance, or other items expected to be provided by the County. Any resources not listed will be assumed to be part of the services provided by proponent.

12. Financial Statements

Proponent must provide copies of the organization's most current financial statements.



**SECTION III
MODEL CONTRACT**

FOR

PROFESSIONAL SERVICES

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

TBD

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CONTRACT NO. TBD**PROFESSIONAL SERVICES**

This Contract Number _____, (hereinafter "Contract") is made and entered into this ____ day of _____, _____ or upon execution of all necessary signatures between _____ (hereinafter "Contractor"), with a place of business at _____, and the County of Orange (hereinafter "County"), a political subdivision of the State of California, with a place of business at 511 N. Sycamore St., Santa Ana, CA, 92701, which are sometimes individually referred to as "party", or collectively referred to as "parties".

RECITALS

WHEREAS, the County issued a Request for Proposals (RFP) for the provisions of professional services; and

WHEREAS, the Contractor responded to the RFP solicitation offering the complete Scope of Work with responsive and favorable terms and conditions to the County and having so represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or designee to enter into Contract with Contractor for obtaining said services; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES**GENERAL TERMS AND CONDITIONS**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, its Attachments and Exhibits, when accepted by the Contractor either in writing or by commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

- E. **Delivery:** Time of delivery of goods 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 Scope 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. Overshipments and undershipments 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. **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 goods/services shall constitute a contract upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "O" below, and as more fully described in paragraph "O", 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.
- G. **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 "O" 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.
- H. **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.
- I. **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.
- J. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, 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.
- K. **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.

- L. **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.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance:** 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 therefor; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- O. **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 for which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions: Prior to the 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

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County 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). An additional insured endorsement evidencing that the County 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 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.

All insurance policies required by this Contract shall give the County of Orange thirty (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 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.

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 (7) days of notification by assigned buyer or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

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

- P. **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 "O" 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.
- Q. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- R. **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.
- S. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond

its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies.

- T. **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.
- U. **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 "O" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- V. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- W. **Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefor, unless otherwise provided for in this Contract.
- X. **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.
- Y. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- Z. **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.
- AA. **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.
- BB. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- CC. **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.

- DD. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing it, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- EE. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of its respective organization or entity, enforceable in accordance with its terms.
- FF. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, together with its Attachments and Exhibits attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which County will procure and receive services from Contractor.

The detailed Scope of Work (SOW) is fully set forth and incorporated herein as Attachment A.
2. **Term of Contract:** This Contract shall be in effect from April 1, 2010, through and including March 31, 2011, renewable for four (4) additional one-year period upon mutual concurrence by the parties. This Contract shall be in effect for the time period specified, unless this Contract is earlier terminated by the parties in accordance with Articles 5, 6, and 7.
3. **Precedence:** The Contract documents consist of this Contract, and its Attachments and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments and then the Exhibits.
4. **Pricing Structure:** The Contractor agrees that no price/fee increases shall be passed along to the County during the term of this Contract. Contractor may discount said prices anytime during the term of the Contract.
5. **Subject to Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being 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, this Contract shall be terminated without penalty to the County.

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

7. **Termination:**

A. Termination – Default: If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this Contract.

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

B. Termination – Orderly: After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

8. **County Project Manager:** The County shall appoint a Project Manager to act as liaison with Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
9. **Contractor's Project Manager:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. The Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager.

The Contractor's Project Manager 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. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager or any other Contractor's staff providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it elects to request the removal of Contractor's Project Manager providing services to the County under this Contract.

10. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
11. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
12. **Child Support Enforcement Requirements (Exhibit 3):** In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, the selected Contractor hereby agrees to furnish County with the required Contractor data and certifications, Child Support Enforcement Certification Requirements. Child Support Enforcement Certification Requirements, shall include the following information:
- In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
 - 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;
 - A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.
- Failure of the Contractor to timely submit the data and/or certifications required may result in Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.
13. **Disputes - Contract:** 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 and the County's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

- a. The Contractor shall submit to the 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.
- b. 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.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Purchasing Agent. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

14. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this 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.

15. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than five (5) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the

first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name:	TBD
	Attention:	
	Address:	
	Telephone:	
	Facsimile:	
	E-mail:	
For County:	Name:	County of Orange HCA/Purchasing Dept.
	Attention:	Ana Figueroa, assigned buyer
	Address:	511 North Sycamore St Santa Ana, CA 92701
	Telephone:	(714) 834-2170
	Facsimile:	(714) 834-2657
	E-mail:	afigueroa@ochca.com
CC:	Name:	County of Orange HCA/
	Attention:	
	Address:	
	Telephone:	
	Facsimile:	
	E-mail:	

16. **News / Information Release:** The Contractor agrees that it will not issue any news releases or upload County logos or other information onto any website in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval from the County through the County's Project Manager. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both parties.
17. **Conflicts with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.
18. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.
19. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the

clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
21. **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
22. **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 remain 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
23. **Cooperative Agreement:** The provisions and pricing of this Contract shall be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this Contract into an electronic commerce system.
- The Contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this Contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the County.
24. **Parking:** The County shall not provide free parking.
25. **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.
26. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 *et seq.*

(Signature Page Follows)

CONTRACT NO. TBD**PROFESSIONAL SERVICES****SIGNATURE PAGE**

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

***Contractor's name:**

Print Name	Title
------------	-------

Signature	Date
-----------	------

Print Name	Title
------------	-------

Signature	Date
-----------	------

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; or 4) any Assistant Treasurer.

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

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

Leila Garcia	Administrative Manager I
Print Name	Title

Signature	Date
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CONTRACT NO. TBD**ATTACHMENT A****SCOPE OF WORK****INTRODUCTION**

The Orange County Health Care Agency (OCHCA) Health Disaster Management Division (Program) requires a professional services Contractor to act as the Health Care Liaison Officer - Program Coordinator. The position, as a member of the Orange County Intelligence Assessment Center (OCAIC), shall provide coordination of health information and serve as the central point of contact for all crimes, threats, risks, and terrorism related threat intelligence affecting the health care element of the OCIAC operational area. The position shall serve as a liaison with local, state, and federal health care agencies, private medical groups, Orange County Sheriff Department (OCSD) Emergency Management Bureau and Joint Regional Intelligence Center's (JRIC), and Public Health components to ensure the local Operational Area (OA) is prepared to recognize, report, and respond to terrorist incidents.

Contractor for this position shall possess emergency preparedness and health related education and experience, strong character and leadership traits, and demonstrate a high degree of dedication and ethics to problem solving difficult and/or controversial issues. Contractor shall also possess excellent written and verbal communication skills, be able to work independently in a demanding environment, and exercise sound decision-making and judgment. Proficiency in summarizing and analyzing data is an essential talent.

The Contractor shall have the ability to collaborate and coordinate with Sheriff's Command Staff, Chiefs of Police, Fire Chiefs, the County Executive Office, OCHCA management, OCSD Emergency Management Bureau, County managers, contract professional services, California Emergency Management Agency (CalEMA), California Department of Public Health (CDPH), Department of Justice (DOJ), Centers for Disease Control and Prevention (CDC) and other federal entities on a regular and continual basis. This is a demanding assignment within the OCIAC Task force.

Contractor shall have the following capabilities.

Leadership:

- Leads confidently by taking personal responsibility for decisions and actions
- Uses creativity and innovation to approach difficult tasks

Builds effective working relationships inside and outside the organization:

- Initiates and displays willingness to change to obtain and sustain key business initiatives
- Values learning and finds opportunities for improving personal performance
- Exhibits courage by tackling difficult challenges
- Promotes principles of contemporary leadership practices
- Displays departmental and/or County perspective in dealing with issues
- Confronts conflict directly and objectively to achieve resolution for all parties
- Makes thoughtful and viable suggestions for improvements

Effective Communication:

- Promotes open, candid information sharing across organizational boundaries
- Builds consensus among diverse groups to meet business objectives
- Listens effectively to others
- Presents ideas and complex material clearly, concisely, logically and persuasively both orally and in writing
- Communicates effectively and appropriately with all various levels of the organization
- Ensures timely, appropriate communication with stakeholders
- Applies contemporary technical concepts and best practices to assignment

- Readily and routinely shares technical knowledge with others

Planning and Organization:

- Sets project goals and objectives aligned with departmental and/or County priorities
- Plans for acquiring resources needed for project completion
- Integrates changes smoothly
- Works in an organized manner
- Exhibits cost consciousness and conserves departmental and/or County resources

Problem Solving and Analysis:

- Finds and acts on new opportunities, eliminating barriers to change
- Makes sound business decisions based on limited, complex or contradicting information and relevant ethical principles
- Integrates new ideas and contemporary approaches into problem-solving
- Gathers, analyzes and applies information skillfully
- Develops alternative solutions
- Exhibits innovation and creativity in identifying and resolving problems as they occur
- Works effectively in group problem-solving situations

Results Oriented:

- Sets challenging, measurable project goals aligned with broad County strategies and departmental business objectives
- Plans, organizes and implements projects to meet established timeframes
- As opportunities arise, reengineers business processes and improves organizational effectiveness by proposing and implementing change initiatives, streamlines operations to meet current and future business needs
- Investigates and adopts best practices where possible
- Sets appropriate priorities and modifies as needed
- Is accountable for personal performance and goal achievement and maintains sufficient knowledge to perform all aspects of the job effectively
- Applies contemporary technical concepts to communications

PROFESSIONAL/TECHNICAL COMPETENCIES

A number of County assignments require specialized knowledge, technical/professional competencies, licenses and/or certifications. These assignments require incumbents to possess the following:

- Current technical/professional knowledge of health disaster planning, emergency preparedness response and evaluation, hospital/health center operations, and Orange County's health infrastructure
- Current knowledge of federal, state and local, policies, regulations and issues that pertain to the technical and service aspects of the assignment
- Experience in developing and sustaining stakeholder-based collaborative
- Clear understanding of the unique role of the OCIAC and the expectations for the Health Liaison Officer to integrate the program into the OCHCA and the OCIAC
- Ability to obtain a Secret Clearance
- Ability to complete a JRIC or OCIAC offered Terrorism Liaison Officer course
- Ability to conduct complex professional/technical research and analysis for assigned projects and coordinate such activities with other professional and technical staff
- A Master's degree in Public Health is desired

CONTRACT NO. TBD**ATTACHMENT B****COMPENSATION AND INVOICING****I. COMPENSATION**

This is a fixed price Contract not to exceed TBD for the term of the Contract between the County and Contractor.

The Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of the Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the SOW, set forth more fully in Attachment A of this Contract.

II. PAYMENT TERMS**A. Terms**

Payment shall be payable within thirty (30) days after the Auditor-Controller's receipt of an approved invoice for services and/or goods submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County's Project Manager or designee and is subject to routine processing requirements of the County.

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

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

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to the following address:
County of Orange
HCA/ Accounts Payable
PO Box 689
Santa Ana, CA, 92702
2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:
 - a. County Contract Number
 - b. Contractor's Federal I.D. Number and California Board of Equalization Permit Number
 - c. Description of Services
 - d. Date(s) of Performance of Services
 - e. Total Amount of Payment Requested
 - f. Remittance Address

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

CONTRACT NO. TBD**ATTACHMENT C****COST SUMMARY/PRICING**

Proponents are to quote their most competitive fees. The quoted prices shall include all labor, materials, equipment, insurance coverage, permits, licenses, preparation of all faxed and mailed/delivered reports and all other fees to provide the services specified herein.

CONTRACT NO. TBD**ATTACHMENT D****RESOURCES TO BE PROVIDED BY THE COUNTY**

The County will provide the following to the Contractor:
(Proposers shall list any resources that you may want the County to provide)

The County reserves the right to accept or reject any or all additional requests by the Contractor for County-supplied items and resources not specifically set forth in this Contract.

BID TEMS
EXHIBIT 1
Company Profile

Company name: _____

Business address: _____

Address for payment: _____

Telephone number: (____) _____ Facsimile number: (____) _____

Email address: _____

Length of time at current location: _____

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

Is your firm incorporated: ____ Yes ____ No State of incorporation: _____

Contractor license number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact's name in reference to this RFP: _____

Telephone number: (____) _____ Facsimile number: (____) _____

Email address: _____

Customer service contact: _____

Telephone number: (____) _____ Facsimile number: (____) _____

Email address: _____

Phone number to call for service: _____

Fax number: _____

24- Hour emergency phone number: _____

Accounts payable problems/questions should be directed to:

Customer service problems/questions should be directed to:

BID ITEMS**EXHIBIT 2****REFERENCES**

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

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

<u>Firm Name & Address</u>	<u>Contact Person</u>	<u>Phone Number and E-mail</u>
1.		
_____		_____
_____	_____	_____

Project Description: _____		

Contract Term: _____	Contract Amount: _____	
2.		
_____		_____
_____	_____	_____
_____		_____
Project Description _____		

Contract Term: _____	Contract Amount: _____	
3.		
_____		_____
_____	_____	_____
_____		_____
Project Description: _____		

Contract Term: _____	Contract Amount: _____	

4. Have you (bidder) ever been terminated from any contract?

☐ YES

☐ NO

If so, state:

Contracting Agency/Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Reason for Termination: _____

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

☐ YES ☐ NO If so, state: _____

Contracting Agency/Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Reason for Non Renewal: _____

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

☐ YES ☐ NO If so, state: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Dates of Operation -From: _____ To: _____

1. Does your company have a minimum of three (3) years experience providing professional services?

☐ YES ☐ NO

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

☐ YES ☐ NO

BID ITEMS**EXHIBIT 3****COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION
REQUIREMENTS**

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

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of *each* individual who owns an interest of ten (10) percent or more in the contracting entity.

In addition, all Contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

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

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

BID ITEMS**EXHIBIT 3 (cont.)****COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

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

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

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

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

(Additional sheets may be used if necessary)

BID ITEMS**EXHIBIT 3 (cont.)****COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION
REQUIREMENTS**

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

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

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

Question and Answers for Bid #042-604848-AF - PROFESSIONAL SERVICES

OVERALL BID QUESTIONS

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

Question Deadline: Dec 2, 2009 10:00:00 AM PST