

Solicitation 012-609598-LN

PURCHASE OF ANNUAL PARK PASSES, TM-3 MATRIX CODE BOARDS AND DECALS



County of Orange

Bid 012-609598-LN
PURCHASE OF ANNUAL PARK PASSES, TM-3 MATRIX CODE
BOARDS AND DECALS

Bid Number	012-609598-LN
Bid Title	PURCHASE OF ANNUAL PARK PASSES, TM-3 MATRIX CODE BOARDS AND DECALS
Bid Start Date	Sep 16, 2009 7:30:18 AM PDT
Bid End Date	Sep 29, 2009 4:00:00 PM PDT
Question & Answer End Date	Sep 23, 2009 2:00:00 PM PDT
Bid Contact	Lynn C Collins lynn.collins@ocparks.com
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	60 days
Standard Disclaimer	The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
Bid Comments	NOTICE INVITING ELECTRONIC BIDS FOR THE PURCHASE OF OC PARKS ANNUAL DAY CARD PASSES, TM-3 MATRIX CODE BOARDS AND BEACH PARKING AND WILDERNESS PARKS DECALS. PLEASE SEE ATTACHMENTS FOR ARTWORK AND EACH CORRESPONDING BID LINE FOR DETAILED DESCRIPTIONS. ** DELIVERY NEEDED BY 11/15/09 AT OC PARKS HEADQUARTERS IN IRVINE, CA. THIS IS AN ELECTRONIC BID, VENDORS MUST SUBMIT THEIR BID ELECTRONICALLY THROUGH THIS WEBSITE. PAPER OR FAXED BIDS WILL NOT BE ACCEPTED. *BIDDERS ARE ADVISED TO READ ALL THE TERMS AND CONDITIONS OF THIS SOLICITATION PRIOR TO SUBMITTING A RESPONSE. *SUBMISSION OF BID IS AN ACKNOWLEDGEMENT THAT YOU HAVE AGREED TO ALL THE TERMS AND CONDITIONS HEREIN. PRICES SUBMITTED SHALL NOT INCLUDE SALES TAX. BIDDER MUST QUOTE DELIVERY TIME ARO. SAMPLES MAY BE REQUIRED PRIOR TO AWARD. IF REQUESTED, SUCH SAMPLES MUST BE DELIVERED TO THE ADDRESS SPECIFIED AND WITHIN THE TIMEFRAME IDENTIFIED IN THE NOTIFICATION. FAILURE TO SUBMIT SAMPLES AS SPECIFIED MAY BE GROUNDS FOR REJECTION. COUNTY RESERVES THE RIGHT TO REJECT BID ITEMS IF THEY DO NOT MEET OR EXCEED THE COUNTY'S SPECIFICATIONS AND AWARD BID TO THE NEXT LOWEST RESPONSIVE RESPONSIBLE BIDDER. * ALL QUESTIONS AND/OR CORRESPONDENCE MUST BE SUBMITTED THROUGH THE QUESTION AND ANSWER FEATURE ON THIS WEBSITE.

Item Response Form

Item	012-609598-LN-1-01 - OC PARKS 2010 ANNUAL DAY CARD PARKING PASSES
Quantity	15000 each
Unit Price	
Delivery Location	

County of Orange
588 - OC PARKS HQ
IRVINE RANCH HISTORIC PARK
13042 OLD MYFORD ROAD
IRVINE CA 92602
Qty 15000

Description

PARKING PASS CARD SIZE IS 2 X 3 1/4", WHITE BACKGROUND WITH PANTONE REFLEX BLUE C (OR APPROVED CLOSEST MATCH) LOGO AND LETTERING, BLACK INK IS USED FOR "10" IN 1/2 INCH LETTERING IN LOWER LEFT HAND CORNER TO DESIGNATE YEAR OF ISSUE AND FIVE DIGIT NUMBERING IN 1/4 INCH LETTERING IN LOWER RIGHT-HAND CORNER TO DESIGNATE SEQUENTIAL NUMBERING FROM 00001 THROUGH 15000 (CODE NO./SERIAL NO.) USING ARTWORK DRAWINGS SUPPLIED (SEE ATTACHMENT IN BID SOLICITATION). PARKING CARD PASSES TO BE USED FOR AUTO ENTRY GATES AT OC PARKS LOCATIONS. CODING ON PASSES AND TM-3 MATRIX CODE BOARDS CORRESPOND AND CODING CHANGES ANNUALLY.

Item	012-609598-LN-1-02 - TM-3 MATRIX CODE BOARDS
Quantity	20 each
Unit Price	
Delivery Location	County of Orange 588 - OC PARKS HQ IRVINE RANCH HISTORIC PARK 13042 OLD MYFORD ROAD IRVINE CA 92602 Qty 20

Description

TM-3 MATRIX CODE BOARDS TO ACTIVATE AUTOMATIC ENTRY GATES AT REGIONAL PARK LOCATIONS. CODING ON PASSES AND TM-3 MATRIX CODE BOARDS CORRESPOND AND CODING CHANGES ANNUALLY.

Item	012-609598-LN-1-03 - OC PARKS 2010 BEACH DECALS
Quantity	15000 each
Unit Price	
Delivery Location	County of Orange 588 - OC PARKS HQ IRVINE RANCH HISTORIC PARK 13042 OLD MYFORD ROAD IRVINE CA 92602 Qty 15000

Description

BEACH DECAL SIZE IS RECTANGLE, 2 X 3 1/4 INCH. DECALS AFFIX TO INSIDE OF WINDSHIELD WITH INFORMATION FACING OUTWARD. PRINT DECAL WITH WHITE BACKGROUND; PLUS LETTERING AND FIVE DIGIT CONSECUTIVE NUMBERS FROM 00001 THROUGH 15000 IN BLACK INK; AND OC PARKS LOGO PLUS "10" IN BEACH LETTERING IN PANTONE RELEX BLUE C (OR APPROVED CLOSEST MATCH) INK TO DESIGNATE YEAR OF ISSUE; SHRINK WRAPPED 100 DECALS PER PACKAGE FOR A TOTAL OF 150 PACKAGES. **SEE ATTACHMENT FOR ARTWORK.

Item	012-609598-LN-1-04 - OC PARKS 2010 WILDERNESS PARK DECALS
Quantity	15000 each
Unit Price	
Delivery Location	County of Orange 588 - OC PARKS HQ IRVINE RANCH HISTORIC PARK 13042 OLD MYFORD ROAD IRVINE CA 92602

Qty 15000

Description

WILDERNESS DECAL SIZE IS OVAL, 2 X 3 1/4 INCH. DECALS AFFIX TO INSIDE OF WINDSHIELD WITH INFORMATION FACING OUTWARD. PRINT DECAL WITH WHITE BACKGROUND; PLUS LETTERING AND FIVE DIGIT CONSECUTIVE NUMBERS FROM 00001 THROUGH 15000 IN BLACK INK; AND OC PARKS LOGO PLUS "10" IN WILDERNESS LETTERING IN PANTONE RELEX BLUE C (OR APPROVED CLOSEST MATCH) INK TO DESIGNATE YEAR OF ISSUE; SHRINK WRAPPED 100 DECALS PER PACKAGE FOR A TOTAL OF 150 PACKAGES. **SEE ATTACHMENT FOR ARTWORK

Item	012-609598-LN-1-05 - SET UP FEES FOR ARTWORK/PRINTING
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Quantity	1 lot
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Unit Price	
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Delivery Location	County of Orange 588 - OC PARKS HQ IRVINE RANCH HISTORIC PARK 13042 OLD MYFORD ROAD IRVINE CA 92602 Qty 1
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Description

SET UP/PLATE FEES OR OTHER MISCELLANEOUS COSTS FOR PRINTING.

Item	012-609598-LN-1-06 - SHIPPING/HANDLING FEES
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Quantity	1 lot
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Unit Price	
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Delivery Location	County of Orange 588 - OC PARKS HQ IRVINE RANCH HISTORIC PARK 13042 OLD MYFORD ROAD IRVINE CA 92602 Qty 1
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Description

SHIPPING AND/OR HANDLING FEES TO THE ABOVE LOCATION.

Signature Page

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

Date: Company Name:

* Authorized Signature

Print Name

Title

* Authorized Signature

Print Name

Title

OR

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

Reason(s): aaa

Date:

Company Name:

* Authorized Signature

Print Name

Title

*** 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; 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 demonstrating the legal authority of the signature to bind the company.

RETURN THIS SHEET WITH YOUR RESPONSE

Model Contract for Type of Service

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, 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," which are sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to an Invitation for Bids (IFB)," for type of service; and

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

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for type of service,

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, 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 services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the

professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary 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 sub-contractors.

P. Indemnification and Insurance

Indemnification Provision

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

Insurance Provisions

Prior to the 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:

Coverage	Minimum Limits

Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct 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 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.~~

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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 interest 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 County Procurement Office 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 work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails 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 work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise 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 has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against 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 affect 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, consultants and subcontractors 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 employee, consultants and subcontractors 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:

County of Orange – Bidder Instructions

1. DEFINITIONS:

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

2. SUBMISSION OF BIDS:

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

3. SOLICITATION ADDENDUM (ADDENDA):

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

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

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

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

4. PRICES:

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

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

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

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

8. EVALUATION OF BIDS:

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

9. CONFLICT OF INTEREST:

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

- provide goods or services.
- b.** Former County Employees (PCC Section 10411): For the two-year period from the date he or she left County employment, no former County officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any County agency/department.
 - c.** For the twelve-month period from the date he or she left County employment, no former County officer or employee may enter into a contract with any County agency/department if he or she was employed by that County agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving County service.
- 10. JOINT BIDS:** Where two or more Suppliers desire to submit a single bid in response to a solicitation, they should do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.
- 11. SAMPLES TO DETERMINE RESPONSIVENESS TO TECHNICAL REQUIREMENTS FOR PURPOSES OF AWARD:**
- a.** Samples of items, when required by the County, must be furnished free of expense to the County, unless otherwise provided.
 - b.** Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the County.
 - c.** Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.
 - d.** Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at bidder's expense.
 - e.** Samples may be required prior to award. If requested, such samples must be delivered to the address specified and within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection.
- 12. SPECIFICATION CONCERNS:**
- a.** In the event a supplier believes that the County's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the buyer identified in the solicitation, in writing, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by the County prior to the closing time set to receive bids.
- 13. VALIDITY OF BID:** Unless specified elsewhere in the solicitation, bidder's bid shall be valid for a minimum of one hundred eighty (180) days following the bid closing date.
- 14. MISTAKE IN BID:** If prior to contract award, a bidder discovers a mistake in their bid which renders the bidder unwilling to perform under any resulting contract, the bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.
- 15. COUNTY'S RIGHTS:**
- a.** The County reserves the right to modify or cancel in whole or in part its solicitation at any time without prior notice.
 - b.** The County reserves the right to reject any or all bids if the County determines that a bidder's bid was non-responsive to the solicitation requirements and to waive informalities and minor irregularities in bids received.
 - c.** The County reserves the right to reject any or all bids if the County determines that a bidder is not a responsible supplier.
 - d.** Award final Contract with the lowest, responsive, responsible Bidder or Bidders as necessary to serve the best interests of the County may require.
 - e.** Award its total requirement to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests.
 - f.** Make no guarantee as to the usage of the services by the County. The County furthermore makes no representation that any Contract will be awarded to any Bidder responding to this IFB.'
 - g.** All bids received may be public record after opening. Bids are not to be marked as confidential or proprietary. The County shall refuse to consider any bid so marked. Bids must be submitted in response to this IFB may be subject to public disclosure as permitted by the California Public Records Act. Additionally, all bids shall become the property of the County. The County reserves the right to make use of any information or ideas in the bids submitted.
 - h.** Waive, at its discretion, any irregularity or informality which the County deems correctable or otherwise not warranting rejection of the bid.
 - i.** Make final award determination based on the lowest responsive, responsible bid, but award will be contingent upon agency/department approval, including a review of qualifications, and the successful bidder must have met all the qualifications/requirements set forth herein.
- 16. UNFAIR PRACTICES ACT AND OTHER LAWS:** Supplier warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.
- 17. VIOLATION OF AIR OR WATER POLLUTION LAWS:**

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

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

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

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

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

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

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

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

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

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

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

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

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

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

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

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

Attachment I

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

A. For an individual contractor:

Name, date of birth, social security number, and residence address:

Name:

D.O.B:

Social Security No:

Residence Address:

B. For 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 (if no individual owns 10 percent or more, write "N/A"):

Name:

D.O.B:

Social Security No:

Residence Address:

Name:

D.O.B:

Social Security No:

Residence Address:

Name:

D.O.B: Social Security No:

Residence Address:



(Additional sheets may be used if necessary)

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

Child Support Enforcement Certificate

"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 the Agreement with the County of Orange. I understand that failure to comply shall constitute a material breach of the Agreement and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement.

*Signature**

Name (Please Print)

Title

Date

*Signature**

Name (Please Print)

Title

Date

Company Name

Agreement Number

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



Park only in designated spaces.

Permits one vehicle to park on a day use basis, subject to all County rules and ordinances. Vehicle owner assumes all liability associated with use of this pass. Valid at all County of Orange operated regional recreation facility parking areas with controlled access gates.

This pass is subject to revocation by the Director of Orange County Community Resources OC Parks.



Nontransferable

FRONT BACK

Color

Pantone Reflex Blue C

or Closest

Match

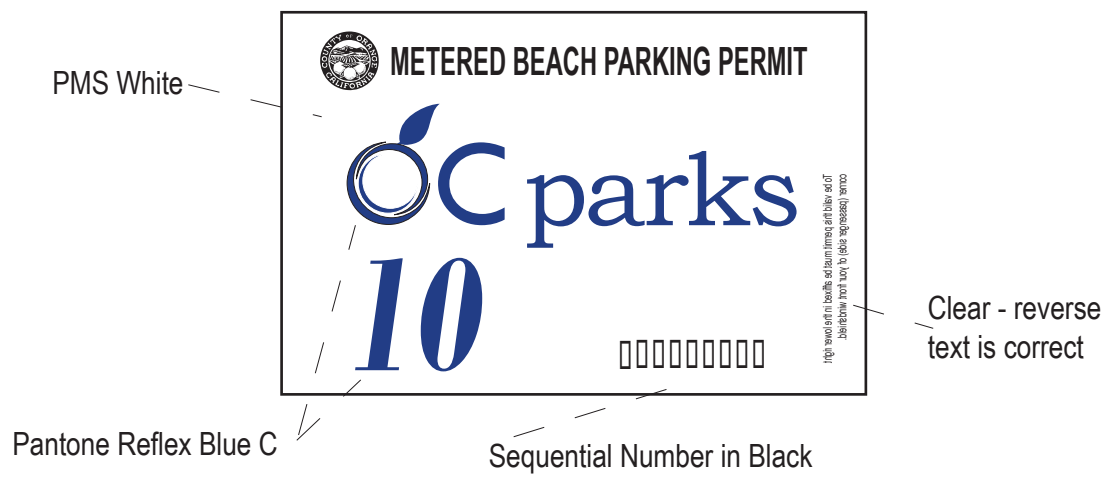
Sequential Number

in black

Annual Day Use Pass

Valid through December 2010

Orange County Community Resources
county of orange





PMS
White

Pantone
Reflex Blue C

Sequential Number
in Black

Clear - reverse
text is correct

Question and Answers for Bid #012-609598-LN - PURCHASE OF ANNUAL PARK PASSES, TM-3 MATRIX CODE BOARDS AND DECALS

OVERALL BID QUESTIONS

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

Question Deadline: Sep 23, 2009 2:00:00 PM PDT