



County of Orange
 Health Care Agency/Purchasing
 200 W. Santa Ana Blvd., Suite #650
 Santa Ana, CA 92701

BIDS MUST BE RECEIVED
 ON OR BEFORE

April 20, 2016, 4:00 P.M. PST
 Date/Time

042-C010178-AD
 IFB Number

Release Date: March 30, 2016

INVITATION FOR BID (IFB)

COVER PAGE

The County of Orange Health Care Agency (HCA) hereinafter referred to as "County", is soliciting bids from qualified vendors hereinafter referred to as "Bidders" for Free-Standing Kiosk.

All questions and inquiries related to this IFB must be directed to Albert Diaz, hereinafter referred to as "Deputy Purchasing Agent" or "DPA", via e-mail through BidSync at www.BidSync.com (IFB #042-C010178-AD) by April 13, 2016. For BidSync assistance, contact BidSync Vendor Support Team at (800) 990-9339 Option 1.

Bidders are not to contact any other County personnel with any questions or clarifications concerning this IFB. The DPA shall provide all official communication concerning this IFB; any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I have read, understand, and agree to the terms and conditions herewith, and I am submitting a bid and concurrence to this IFB.

OR

I have read, understand, and agree to the terms and conditions herewith except for those submitted with my bid.

Company Name: _____ **Date:** _____

Authorized Signature	Name	Title
Authorized Signature	Name	Title

NOTE: If the company is a corporation two signatures are required: one signature by the Chairman of the Board, President, or any Vice President; and one signature by the Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. If signed by one authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required to be attached to this Cover Page.

RETURN THIS SHEET WITH YOUR BID

A. GENERAL INFORMATION

1. Bids are due on or before April 20, 2016 **by 4:00 P.M. PST**, and are to be submitted electronically via BidSync.com. **Hard copy, faxed, and late bids will not be accepted.** The County is not responsible for and accepts no liability for any technical problems that result from conducting business electronically.
2. Bidder's goods and/or services must be provided in accordance with the Scope of Work stated in Attachment A of this IFB. By submitting a bid, the Bidder affirms it has thoroughly examined the County's requirements stated in this IFB, is familiar with the goods and/or services requested, and is qualified and capable of providing the goods and/or services to achieve the County's objectives. Further, by participating in this IFB Bidders agree to accept the award decision by the County's Purchasing Agent as final.
3. The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
4. The Contract is a one-time purchase.
5. The County has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and where necessary, request any clarification, additional information and/or modifications to this IFB prior to submission of a bid. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this IFB or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to the referenced DPA via BidSync. If clarification of this IFB is necessary, a written addendum will be issued through BidSync. The County does not guarantee Bidders will receive any notices and/or addenda to this IFB via BidSync; therefore, Bidders should check BidSync to ensure they have all the current bid information before submitting their bid.
6. If a Bidder believes the IFB is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes, or in the Bidder's experience any resulting contract would be commercially impractical to perform, the matter should be brought to the attention of the DPA, in writing, immediately upon receipt of the solicitation, so the matter may be fully considered and appropriate action taken by the County prior to the closing time set to receive bids.
7. Submitted bids will be valid for **180** days after the bid closing date. No bids may be withdrawn after the submission date, unless prior to contract award the Bidder discovers a mistake in their bid that renders the Bidder unwilling to perform under any resulting contract; in this case the Bidder must immediately notify the DPA to request withdrawal of the bid. If the IFB contemplated evaluation and award of "all or none" of the items, withdrawal will be for the entire bid. If the IFB provided for evaluation and award on a line item or combination of items, the County may consider permitting withdrawal of specific line item(s) or combination of items. It is solely within the County's discretion if the bid withdrawal will be permitted.
8. Bidder must submit its bid in strict accordance with all requirements of this solicitation. Deviations, clarifications and/or exceptions to the County's terms and conditions must be clearly stated in the bid, listed separately as alternative items for the County's consideration, and include the details of the exception(s) and reason(s) for it. The County reserves the right to disqualify Bidders who take exception to its terms and conditions. Selected Bidders taking exception to the County's terms and conditions after the Notice of Intent to Award is issued may be disqualified from award of the contract.
9. **Bids are not to be marked as confidential or proprietary;** the County reserves the right to reject bids so marked. All bids received and opened by the County are public record and will be available for public review in accordance with the California Public Records Act, California Government Code Section 6250 et seq. All submitted bids will become the property of the County.

10. Bidders are solely responsible for reviewing all IFB documents and ensuring their full bid is received by the County in accordance with the IFB requirements, and for any errors or omissions in their submitted bid. Failure to examine any document, drawing, specification, or instructions is at the Bidder's sole risk.
11. Any discrepancies in numbers or calculations will be interpreted to reflect the lowest price to the County. Quoted price(s) must 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.
12. The County is not responsible for and accepts no liability for any expenses incurred by any potential Bidder in the preparation or submission of their bid. Further, for any pre-contractual expenses incurred by any selected Bidder prior to the date of contract award and execution, if any. Pre-contractual expenses are defined as expenses incurred by any in a) preparing a bid in response to this IFB, b) submitting a bid to the County, c) negotiating with the County any matter related to the submitted bid, and d) other expenses incurred prior to the date of contract award and execution, if any.
13. Bidders may be required to present satisfactory evidence they have been regularly engaged in the business of providing the goods and/or services requested in this IFB, and/or are reasonably familiar therewith and fully prepared with the necessary capital, materials and machinery as may be required or specified in this IFB to fulfil the contracted obligations to the satisfaction of the County. Satisfactory evidence may include, but not be limited to proof of the number of years providing the requested goods and/or services, qualifications and/or certifications required of staff or distribute goods and/or services specified in this IFB.
14. Any reference to brand names and/or numbers in the IFB is intended to be descriptive, 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 item offered and how it differs from the referenced brand. Unless the Bidder specifies otherwise, it is understood the Bidder is offering the 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.
15. Where two or more Bidders desire to submit a single bid, they must do so on a prime/subcontractor basis rather than 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.
16. By submitting a bid, the Bidder warrants 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; and swears under penalty of perjury that it did not conspire with any other Bidders to set prices in violation of anti-trust laws.
17. The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
18. The Model Contract contained in this IFB is the Contract proposed for execution. Negotiations may or may not be conducted with the finalists; therefore, the bid submitted should contain the Bidder's most favorable terms and conditions.
19. Current County Employees (PCC Section 10410): 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. 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.

Former County Employees (PCC Section 10411): For the 2-year period from the date he/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. For the 12-month period from the date he/she left County employment, no former County officer or employee may enter into a contract with any County agency/department if he/she was employed by that County agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his/her leaving County service.

20. Samples of items, when required by the County, must be furnished free of expense to the County, and delivered to the address specified and within the timeframe identified in the County's notification. Unless expressly set forth in the IFB, sample(s) furnished must be identical in all respects to the product(s) being offered to the County. Bidders offering products of a different manufacturer and model number than those specified 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. Samples, if not destroyed by tests, may be returned to the Bidder if requested at the time the sample is furnished. Returned samples will be at the Bidder's expense. Failure to submit samples as specified may be grounds for rejection of the submitted bid.
21. When evaluating bids, where more than one line item is specified in the IFB, the County reserves the right to determine the lowest, responsive, responsible Bidder, either on the basis of individual items, combination of items, or all items included in the IFB, unless otherwise expressly stated. Any other criteria to be used may be identified elsewhere in the solicitation.

Unless otherwise specified in the IFB, the County may accept any item or combination of items, of any bid, unless the Bidder expressly objects and conditions its bid on receiving all items for which it provided a bid. If the Bidder objects, the County in its sole discretion, may consider the objection and evaluate whether the award on such basis will result in the lowest price to the County, or if such objection is non-responsive and renders the Bidder ineligible for award.

B. BID RESPONSE INSTRUCTIONS

1. Bid responses must include the following:
 - a. Cover Page signed and dated by authorized company representative(s)
 - b. Exhibit 1 - Company Information
 - c. Exhibit 2 - Company Profile
2. Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the County.

C. PROTEST PROCESS

Procedure

Protests must be typed under the protester's letterhead and submitted in accordance with the provisions stated herein, and include at a minimum the following:

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.
5. The form of relief requested.

Protest of Specifications

Protests related to IFB specifications must be submitted to the DPA no later than 5 business days prior to the close of the IFB. Protests received after the 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 IFB process, protester must still submit a bid prior to the close of the IFB in accordance with the instructions stated in the IFB.

Protest of Award of Contract

Protests related to award of a contract must be submitted no later than 5 business days after the notice of the proposed contract award is provided by the DPA. Protests relating to a proposed contract award which are received after the 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 IFB or award of the contract until the DPA, County Purchasing Agent or Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the DPA will within 10 business days of the receipt of the protest, issue a decision in writing which shall state the reason(s) for the action(s) 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 DPA, the protester may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board in accordance with the process stated below.

Appeal Process

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

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

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

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

D. RIGHTS RESERVED TO COUNTY

The County reserves the right to:

1. Accept or reject in whole or in part any or all bids at its sole discretion and to solicit for new bids, as the best interest of the County may require.
2. Award final contract to the lowest, responsive, responsible Bidder(s) as necessary to serve the best interests of the County, but is contingent upon agency/department approval, which will include a

review of qualifications. Bidder must have met all the qualifications/requirements set forth herein, and references specified in this solicitation.

3. Withdraw in part or in its entirety this IFB at any time without prior notice.
4. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests.
5. Makes no guarantee as to the usage of the services by the County, and no representation that any contract will be awarded to any Bidder responding to this IFB.
6. Make use of any information or ideas in the bids submitted.
7. Waive, in its discretion, any irregularity or informality which the County deems correctable or otherwise not warranting rejection of the bid.
8. Perform facilities inspections prior to award.

E. PRICING

1. Quoted prices must be in U.S. currency. Prices quoted will be firm for the full term of the contract. Price increases will only be considered during contract renewal periods. All decreases will be automatically extended to the County.
2. The County gives preference to firm price bids. All price escalation bids will be considered alternate bids. Bids specifying a maximum escalation percentage during the period of the contract will be given preference over those offering unspecified price escalations. When offering escalating price bids, bidder must quote applicable labor and material prices separately as to percentage of total cost. The County may enforce, adjust, or cancel escalating contracts as it sees fit.
3. The County requires bona fide proof of cost increases, including price escalation adjustments, and a minimum of 30 days' advance written notice. No retroactive pricing adjustments will be considered. The net dollar amount of profit will remain firm during the entire period of the contract. **Adjustments increasing profits are not allowed.**
4. Unit prices may be no more than four (4) places to the right of the decimal point. In lieu of rejecting a bid for arithmetic errors, the County at its sole discretion may retain the bid and make certain corrections. In determining if a correction will be made, the County will consider the following, but not be limited to, the conformance of the bid to the IFB requirements, any unusual complexity of the those requirements, clearly established intent, obvious clerical error. Out of state contractors must include their California Sales Tax permit number. 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 omitted, ambiguous, unintelligible, or uncertain for any cause, it shall be the amount obtained by dividing the extension price by the quantity of the item.
5. The County encourages Bidders to offer cash discounts for prompt payment etc.; however, unless provided elsewhere in the IFB, cash discounts offered will not be considered in evaluating the lowest most responsive Bidder for award of any resulting contract.



MODEL CONTRACT NO. TBD

FOR

FREE-STANDING KIOSK

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

TBD

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**CONTRACT NO. TBD
FOR
FREE-STANDING KIOSK**

This Contract number _____ (hereinafter "Contract"), is made and entered into this _____ day of _____, 2016 or upon execution of all necessary signatures between _____, (hereinafter "Contractor"), with a place of business at _____ and the County of Orange, Health Care Agency (hereinafter "County"), a political subdivision of the State of California, with a place of business at 200 Santa Ana Blvd., Suite #650, Santa Ana, CA 92701-7506, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, the County issued an Invitation for Bid (IFB) for Free-Standing Kiosk; 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 Contractor agrees to render all the necessary skills, knowledge, material and labor to perform the services; and

WHEREAS, the County 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, when accepted by 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. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless the County, its elected and appointed officials, officers, employees, and agents from any claims, demands or liability of any kind or nature, including expenses and reasonable attorney fees, against the County that arise from 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.
- 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, copyright, trademark, trade secret, or any other proprietary right (Intellectual Property Right) of any third party. Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless the County, its elected and appointed officials, officers, employees, and agents from any claims, demands or liability of any kind or nature, including expenses and reasonable attorney fees, against the County that arise from a third party claim of Intellectual Property Right infringement.
- I. Assignment or Subcontracting:** 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 subcontract 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 this Contract, or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefor; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. Insurance Provisions: (Not required if a third party carrier is making deliveries.)**

Prior to the provision of services under this Contract, 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 County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County during the entire term of this Contract. In addition, all 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 self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not a non-admitted carrier in the State of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a 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	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage	\$1,000,000 per occurrence for owned, non-owned and hired vehicles
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 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. **(Not required if a third party carrier is making the deliveries.)**

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a Severability of Interests clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 policy).

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

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by County Procurement Office/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (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, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bill 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 "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty six (36) hours of the start of the delay and Contractor avails itself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- W. Freight (F.O.B Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract amount shall include full compensation for providing all services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation shall be allowed therefor, unless otherwise provided for in this Contract.
- Y. Left Intentionally Blank.**
- 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's 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 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 either or both of them. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies 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.

II. Audits/Inspections: Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. 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. County will provide reasonable notice of such an audit or inspection.

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

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

Should Contractor cease to exist as a legal entity, Contractor's Records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.

ADDITIONAL TERMS AND CONDITIONS

1. County of Orange Child Support Enforcement: In order to comply with the 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 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 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 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 County shall constitute grounds for termination of the Contract.

2. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

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

3. **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 term of the work and services, and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than five (5) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate Party at the following address or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor:	Name:	TBD
	Address:	
	Attn:	
	Phone:	
	Fax:	
	E-mail:	
For County:	Name:	County of Orange
	Address:	Health Care Agency/Purchasing 200 W. Santa Ana Blvd., Suite #650 Santa Ana, CA 92701
	Attn:	Albert Diaz
	Title:	Deputy Purchasing Agent
	Phone:	
	Fax:	
	E-mail:	adiaz@ochca.com
CC:	Name:	County of Orange
	Address:	
	Attn:	
	Title:	County Project Manager
	Phone:	
	Fax:	
	E-mail:	

4. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
5. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.
6. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
7. **Contractor Personnel-Drug Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
 - A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace.
 2. The organization's policy of maintaining a drug-free workplace.
 3. Any available counseling, rehabilitation and employee assistance programs.
 4. Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 1. Will receive a copy of the company's drug-free policy statement.
 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- A. Contractor has made false certification, or
- B. Contractor violates the certification by failing to carry out the requirements as noted above.

MODEL CONTRACT SIGNATURE PAGE

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

(SIGNATURES NOT REQUIRED AT THIS TIME)

Contractor's name: TBD

Print Name Title

Signature Date

Print Name Title

Signature Date

If the company is a corporation **two signatures are required: one signature by the Chairman of the Board, President, or any Vice President; and one signature by the Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.** If signed by one authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required.

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

Print Name Title

Signature Date

ATTACHMENT A

SCOPE OF WORK/PRICING

1. Bidders must submit pricing in the format listed below. No other format will be considered or accepted
2. Failure to respond to any and all of the requested information shall be cause for rejection of the bid submission.
3. Contract will be awarded to the responsive, responsible bidder with lowest total extended price.
4. Price submitted shall not include sales tax. Indicate shipping charges, if any. County shall not pay charges other than those listed on this quote.
5. All items must be new, and include manufacture's full warranty and all operating manuals for all components.
6. Delivery of items must be made within 30 days of Contract award.

ITEM	MFG#	QTY	Total
<p>TouchStone Alta Free-Standing Kiosk (AT-55V-TOCST) Electronic Directory Including: 55 inch high resolution flat screen panel LCD touchscreen monitor. Intel/ Windows based processor Ability to network multiple directories.</p> <p>Alta free standing kiosk: (schematic provided) Software & Directory Content Includes: Custom design of "Welcome" screen Set-up and input of initial tenant data Alphabetical listing of Companies Alphabetical listing of Individuals Management & Leasing Contact page Easy-editable-scrolling welcome message and announcements banner.</p> <p>2 year Warranty all Hardware and Unlimited Warranty on Software Online Updating: Update from any computer with internet access. Internet connection required at directory. Wi-Fi-Capable directory.</p>	<p>TouchStone Alta Free-Standing Kiosk (AT-55V-TOCST)</p>	<p align="center">1</p>	
<p>Shipping and Handling</p>		<p align="center">1</p>	
			<p>Total:</p>

***Delivery address: 405 W. 5th St, Ste 203, Santa Ana, CA 92701**

ATTACHMENT B

COMPENSATION AND INVOICING

I. COMPENSATION

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

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 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 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 Scope of Work, set forth more fully in Attachment A.

II. PAYMENT TERMS

Invoices are to be submitted in arrears to the address listed below. Payment of invoices will be net thirty (30) days after the receipt of an acceptable invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by County's Project Manager and is subject to routine processing requirements of County. Invoices will not be paid if goods/services have not been appropriately delivered as determined by County Project Manager.

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

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

III. PAYMENT (ELECTRONIC FUNDS TRANSFER) - INVOICING INSTRUCTIONS

County offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the Contract.

1. Invoices and all supporting documentation shall be submitted to County's Project Manager as follows:
 - County of Orange
 - Health Care Agency
 - Attn: Roland Tabangin
 - 200 W. Santa Ana Blvd. Suite 650
 - Santa Ana. CA 92701
2. Contractor shall provide a two-part invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor shall leave an invoice with each delivery. Each invoice shall have a number and shall include the following information:
 - a. Contractor's Name and Address
 - b. Contractor's Remittance Address, if different from a, above
 - c. Contractor's Tax Identification Number(TIN) or Employer's Identification Number (EIN)

- d. Name of County Agency
- e. Delivery/Service Address
- f. Master Agreement Number
- g. Description of Services;
- h. Sales Tax, if applicable
- i. Freight/Delivery Charges, if applicable
- j. Date(s) of Performance of Service
- k. Amount of Payment Requested

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

EXHIBIT 1

COMPANY INFORMATION

1. Has your company ever been terminated from any contract?

YES NO If yes, explain below.

Contracting Agency/Firm:

Address:

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (_____) _____

Reason for Termination: _____

2. Has your company ever operated under another name?

YES NO If yes, provide other name. _____

Company Name:

Address:

City: _____ State: _____ Zip: _____

Dates of Operation From: _____ To: _____

3. Will your company be using subcontractors?

YES NO If yes, provide contact information and responsibilities.

4. Can your company guarantee delivery 30 days after award of contract?

**EXHIBIT 2
COMPANY PROFILE**

Company Legal Name: _____

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

Business Address: _____

Website Address: _____

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

Email Address: _____

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

Years of experience: _____

Is your firm a sole proprietorship? Yes _____ No _____

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

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

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

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

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

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

Email Address: _____

Contact person in reference to this solicitation: _____

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

Email Address: _____

Contact person for billing: _____

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

Email Address: _____

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

Name of contact during non-business hours: _____

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

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