



## **PURCHASING AND CONTRACT SERVICES**

### **INVITATION FOR BIDS (IFB) FOR VEHICLE PURCHASE (E-RIDE EXV2 – CARGO HAULER)**

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**IFB No. 012-611641-FP**

**FILE FOLDER 611641**



COUNTY OF ORANGE  
 OC Community  
 Resources/Purchasing &  
 Contract Services  
 13042 Old Myford Road  
 Irvine, CA 92602-2304

**INVITATION FOR BID**  
**BID MUST BE RECEIVED**  
**PRIOR TO**  
**February 15, 2011 4:00 p.m.**  
**DATE/TIME**  
**Bid# 012-611641-FP**

NOTE: FORMAL BID MUST BE SUBMITTED IN A SEALED ENVELOPE. ALL SUBMITTALS MUST BE RECEIVED BY OCCR AND TIME STAMPED PRIOR TO 4:00 pm ON THE CLOSING DATE STATED. SUBMITTALS RECEIVED AFTER THIS TIME AND DATE WILL BE CONSIDERED LATE AND WILL NOT BE OPENED OR CONSIDERED FOR EVALUATION.

DATE STAMP

**INSTRUCTIONS:**

1. Read terms & conditions.
  2. Bid must be on this form.
  3. Complete and sign all pages of the bid.
  4. Return this form plus all requested Attachments.
  5. Quote on each item separately; all or none bids may not be accepted Unless otherwise specified.
  6. Prices quoted F.O.B. destination unless otherwise stated.
  7. Price alone may not be the final determining factor.
  9. Out of state vendors must include California sales tax permit number.
- FOLDER NO. : 611641

**Note regarding mailed responses:** It is the Vendor's responsibility to verify that the closing date on the bid envelope matches the closing date on the bid.

**Only one bid submittal per envelope.**

**Prospective Contractors shall sign this page, and complete all requested Bid Items. Quotes shall be valid through July 31, 2011. "The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purposes of securing business." All questions pertaining to this proposal must be directed, in writing, to the Deputy Purchasing Agent.**

**INVITATION FOR BID**

OC Community Resources/Purchasing & Contracts is requesting competitive bids for **Vehicle Purchase**

**BID SUBMITTED IN SEALED ENVELOPES**

**NOTE:** FORMAL BID MUST BE SUMITTED IN A SEALED ENVELOPE. THE ENVELOPE MUST BE CLEARLY MARKED WITH BID NUMBER, BID NAME, AND DATE/TIME OF BID CLOSING, AND VENDOR NAME. All submittals must be received by OC Community Resources/Purchasing & Contract Services and time stamped prior to 4:00 PM on the closing date stated. Submittals received after this time and date will be considered late and will not be opened or considered for evaluation.

IFB EXHIBITS: Company Profile 1 page Child Support Forms 3 pages

IFB ATTACHMENTS: Specifications 7 pages Bid Sheet 1 Page

I have read and understand and agree to the terms and conditions herewith and I am submitting a bid in response to this proposal.		
Date:	Company Name:	
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

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

RETURN THIS SHEET WITH YOUR BID

## SECTION I General Information

### IMPORTANT NOTICE

The County does not guarantee that you will receive addenda to this solicitation. Bidders should review the BidSync.com internet site for notice of addenda. It is the responsibility of Bidders to request all additional information/modifications to this solicitation. General inquiries concerning this IFB should be directed in writing through BIDSYNC. The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

### I. GENERAL INFORMATION

1. OC Community Resources/Purchasing & Contract Services regular business hours are 7:00 a.m. to 4:30 p.m., Monday through Friday.
2. OC Community Resources/Purchasing & Contract Services will be closed for the following County holidays during this bid:  
  
None
3. Throughout this document, its attachments and any resulting contract the terms “price agreement”, “Contract”, “purchase document”, and “purchase order” may be used interchangeably and refer to the proposed contract and its attachments. The terms “change order” and “modification” may be used interchangeably and refer to a written document which changes one or several term(s), condition(s) or requirement(s) of the proposed Contract or its attachments. The terms “bid” and “quote” may be used interchangeably and refer to your response to this document and its attachments. Whenever used herein and any resulting contract “County” shall mean County of Orange, a political subdivision of the State of California.

### II. BID INSTRUCTIONS – GENERAL

1. This Invitation for Bid consists of the Cover Page, Attachments A & B. **Responsive bids will include the following completed pages: Cover Sheet, signed and dated by authorized company representative; Attachment A - Vehicle Specifications, Attachment B – Bid Sheet, Contractor Bid, Exhibit A Company Profile. Bid submission forms must be properly filled out.** Failure to comply to bid specifications will result in disqualifications of the bid. Specifications. Clear, concise specifications must be provided. Frequently, specifications state “brand name or equal.” “Brand name” includes identification of products by manufacturer, make, and model. If vendor bids an “or equal”, vendor must state the brand name and submit complete specifications with their bids. Determination or equality shall be at the sole discretion of the County. If it has been justified and accepted by the requesting agency/department and the Purchasing Agent or Standards Committee that only one brand can meet the County’s needs, “no exceptions” shall be noted in the specifications. Any alternate manufacturers are not being solicited and are therefore subject to the approval of the using department. Awards may be made in any combination that is most beneficial to the County of Orange. Including no award, if in the best interest of the County of Orange. **NO LATE BIDS WILL BE ACCEPTED REGARDLESS OF THE REASON.**
2. The cover sheet of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of two corporate officers authorized to sign on behalf of the company. The first signature must be that of either the chairman of the board, president or any vice president. The second signature may be secretary, an assistant secretary, the chief financial officer or any assistant treasurer.
3. Bids must be provided for each item separately; “all-or-none” bids will not be accepted unless in the best interest of the County.

4. All bids must be received by OC Community Resources/Purchasing & Contract Services, 13042 Old Myford Road, Irvine, CA 92602-2304, time- and date-stamped prior to 4:00 p.m. on the date bids are due, unless other instructions are provided.
5. **TELEFAXED OR E-MAILED BIDS** will not be accepted.
6. **MAILED BIDS** may be returned via the mail or hand delivered to the OC Community Resources/Purchasing & Contract Services, 13042 Old Myford Road, Irvine, and CA 92602-2304. All envelopes containing mailed bids must be marked with the date and time of the bid closing for that solicitation. It is the bidder's responsibility to verify that the closing date on the bid envelope matches the closing date of the bid. **ONLY ONE BID submittal will be accepted per envelope.**
7. Any questions or requests for interpretations or clarifications shall be requested in writing by **February 8, 2011** clarification of the IFB is considered necessary; a written addendum shall be issued. Oral statement(s) concerning the meaning of the contents of this IFB by any person is unauthorized and invalid. All inquiries concerning this IFB should be directed to the buyer through BIDSYNC.
8. Contractors shall take all responsibility for any **errors or omissions** in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County of Orange.
9. The County shall not be liable for any expenses incurred by potential contractors in the preparation or submission of their bids.

### III. PROTEST PROCEDURES

#### Protest of Award of Contract

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

#### i. Protest Process

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
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 protestor's right to the protest procedures outlined herein.
4. If the protestor disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

ii. Appeal Process

1. If the protestor wishes to appeal the decision of the Deputy Purchasing Agent, the protestor 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.
2. Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
3. 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.

IV. **ACCEPTANCE/REJECTION/REVIEW/AWARD**

1. The County, at its sole discretion, reserves the right to accept or reject any or all quotations received as a result of this solicitation, or to cancel in part or in its entirety this solicitation. The County shall not be required to make a statement of reason for rejection. All opened bids received will be public record.
2. The County reserves the right to waive, at its discretion, any irregularity or informality, which the County deems correctable or otherwise not warranting rejection of the bid.
3. **The County reserves the right to waive any requirement specified in this solicitation if the best interest of the County will be served in so doing.**
4. When more than one line item is specified in a solicitation, the County of Orange reserves the right to determine the lowest responsible bidder on the basis of individual items, groups of items, or all items included in the solicitation, unless otherwise expressly provided for in the solicitation. The County may accept any item or group of items included in the bid unless the bidder expressly objects in its response to the solicitation and conditions its response on the County purchasing all items for which the bidder provided bids. In the event that the bidder so objects, the County may consider the bidder's objection non-responsive and may render the bidder ineligible for award.
5. Final award determination will be based primarily on the lowest responsive, responsible bid, but is contingent upon the using agency's approval, which may include a qualifications appraisal of Contractor based on response to the solicitation, products/equipment offered, references, service, experience and facility inspection, if deemed appropriate.

No quotations will be considered which in any manner decreases the quality, or work performance of the equipment described in Attachment "A", specifications.

6. The County reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for goods/services requested in this solicitation. Contract awards may be made in any combination of items included in the bid solicitation that is most advantageous to the County of Orange. The County may choose not to issue any contract resulting from this solicitation if it is in the best interests of the County.
7. Any exceptions to the County's terms and conditions must be clearly stated in your response to the request under separate Section entitled "Exceptions." 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 receiving Purchase Order award.
8. Vendor agrees to supply items shown, as needed by the County, at prices listed upon Purchase Order.
9. All vehicles must meet California Motor Vehicle, CAL-OSHA regulations and all other applicable codes required for use on highways in the State of California.

10. By participating in this solicitation, bidders agree to accept the decision of the County Purchasing Agent as final.
11. The lowest responsive, responsible bid may be subject to further negotiations.

#### **V. SPECIAL REQUIREMENTS**

1. Bidders may be required to present satisfactory evidence that they have been regularly engaged in the business of providing services or commodities required by this solicitation or are reasonably familiar therewith and that they are fully prepared with the necessary capital, materials, and machinery as may be required or specified in this solicitation to complete the work to be contracted to the satisfaction of the County.
2. Bidders may be required to provide information regarding and/or proof of the number of years they have provided the commodity/services requested in this solicitation.
3. No bid shall be considered from a Contractor who, at the time the bid is submitted, is not licensed to Contract for this project in accordance with the law under provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of license required, the opinion of the Contractor's State License Board shall prevail. This requirement is not an informality and shall not be waived.

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

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**FOR  
VEHICLE PURCHASE(S)**

**RECITALS:**

THIS Contract TBD for the Purchase of (1) Electric Vehicle, 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 on behalf of OC Community Resources, hereinafter referred to as (“County”) and TBD, with a place of business at TBD, hereinafter referred to as (“Contractor “), with County and Contractor sometimes individually referred to as (“Party”), or collectively referred to as (“Parties”).

WHEREAS, the Contractor responded to a Invitation for Bids (IFB) the Purchase of (1) Electric Vehicle for the County of Orange, Community Resources; and

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

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for an electric vehicle;

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLES:**

**I. GENERAL TERMS AND CONDITIONS**

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

- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over-shipments and under-shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property 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 Indemnities 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, attorneys 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 subcontracted 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 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.



- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification:**
- Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- 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 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 scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trail :** Each party acknowledges that it is aware of and has had the advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors 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 agreement and/or any 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 mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions 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 effect the purpose of the parties and this Contract.

- FF. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## II. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Specifications and Deliverables, which is attached hereto as Attachment A and incorporated by this reference.
2. **Usage:** No guarantee is given as to usage. Figures shown are approximate based upon last usage. Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the purchase document regardless of quantity used.
3. **CAL-OSHA Vehicles Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.
4. **Discounts – Prompt Payment – Payment of:** The County of Orange shall process payments with discounts offered for prompt payment and the checks for those payments will be mailed to the contractor via US Mail. If disputes arise over the timeliness of the payment, the date of the postmark shall be the determining factor. The County shall not be held responsible for delays by the US Postal Service, and no additional payment shall be due the contractor in the event of such delay.
5. **Liquidated Damages:** It is agreed by and between the contractor and the County that if this contract is not fully and completely performed within the terms of the contract, damage will be sustained by the County. Said damage includes any additional costs resulting from **a delay in scheduled time frames by the Contractor**. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such delay, it is therefore agreed that Contractor will pay **one hundred dollars (\$100.00)** per working day for each day of delay.

In the event the liquidated damages as set forth herein are not paid by the contractor, the County will deduct the amount of liquidated damages from any monies due contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the contractor by certified return receipt mail.

If contract is delayed by reason of changes or extra services ordered by the County or as a result of the County's failure to perform or delays cause by the County, the time of performance of this contract will be extended commensurate with the time required for the extra services, and no liquidated damages will accrue during the period of such extension.

If this contract is not fully and completely performed within the time set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving the contractor a right to extra time for performance.

6. **Responsibility of the Contractor:** Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by the contractor under this contract. Contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this contract. Contractor warrants that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County Property.
7. **Subcontracting:** In the event the contractor is authorized to subcontract, this contract shall prevail. In the manner in which the County expects to receive services, the County shall look to contractor for performance and not deal directly with any sub-tier. All matters shall be funneled through the contractor, and all work must meet the approval of the County of Orange.
8. **Cooperative Agreement:** The provision and pricing of this contract will be extended to other political sub-divisions and agencies/departments of the County of Orange. Political sub-divisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance and making any subsequent payments. The agencies will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of the price agreement. The cooperative agencies are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the price agreement upon request by the cooperative agency. The County of Orange makes no guarantee of usage. The County of Orange may authorize the loading of this agreement into an electronic commerce system.
9. **Contractor Default:** If Contractor is in default of any of its obligations hereunder and Contractor has not commenced cure within ten days and cured such default within 15 days after receipt of written notice of default from County, County shall immediately be entitled, or otherwise under law to either commence resolution in accordance with this paragraph or to terminate this contract by giving notice to take effect immediately and begin negotiation with a third party vendor to provide services.  
If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors, or if receiver should be appointed on account of the Contractor's insolvency, the County may also terminate this Contract.  
Contractor shall not be or deemed to be in default hereunder for non-negligent delay or failure to perform under this Contract or for any interruption in providing services resulting, directly or indirectly, from any cause not within Contractor's control.  
The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to make action with respect to any previous default.
10. **Orderly Termination:** After receipt of a Notice of Default, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly but in no event later than 14 days from the effective date of termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination, County agrees to pay contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation shall not exceed the total compensation set forth in the contract. Upon termination or other expiration of this contract, each party shall promptly return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

11. **California Sales Tax To Out-Of-State Contractors:** Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the state of California in lieu of payment of sales tax to the Contractor.
12. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
13. **All changes in specifications** and/or Purchase Order/Price Agreement requirements will be issued in writing. The County of Orange is not responsible for any oral instruction.
14. **Audit:** Contractor agrees to the Contractor's financial records, including payroll and accounts receivable records, to be audited by Auditor from the County of Orange, or a private auditing firm hired by the County of Orange. The County of Orange will provide reasonable notice of such audit.
15. **Conflict of Interest (County Personnel):** The Orange County Board of Supervisors policy prohibits its public employees from engaging in activities involving conflict of interest. The Contractor shall not during the period of this Purchase Order employ any County employee for any purpose.
16. **Acceptance:** Payments made by the County shall not preclude the right of the County to thereafter dispute any services involved or billed under this agreement and shall not be construed as acceptance of any part of the services.
17. **Payment:** Payment will be net thirty days after receipt of an invoice in a format acceptable to the County. Responsibility for providing an acceptable invoice rests with the contractor. Invoices are to be submitted to the user agency/department, to the ship to address, for verification and approvals.
18. **Invoice Submittal:** Contractor shall submit invoice to County of Orange/OCCR; Attn: Accounts Payable, 1300 S. Grand Ave., Bldg B, 2nd Floor, Santa Ana, CA 92705. Invoice shall have a number and shall include the following information:
  - A. Name of user agency/department;
  - B. Address of user agency/department;
  - C. Contract number;
  - D. Date of service;
  - E. Equipment description;
  - F. Name and address of Contractor; and
  - G. Contractor's federal taxpayer's ID number.
19. **Acceptance of Services:** Payments made by the County shall not preclude the right of the County to thereafter dispute any services involved or billed under this agreement and shall not be construed as acceptance of any part of the services.
20. **Method of Compensation:** Invoices are to be submitted in arrears for services provided. Billing shall cover services and/or goods not previously invoiced. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing acceptable invoices rests with the Contractor.

21. **Department of The Treasury, Internal Revenue Service Form W-9 Requirements:** Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9. The County will inform the Contractor, at the time of award, if the Form W-9 will be required.
22. **Certificate of Independent Price Determination:** Contractors are to sign the following to certify that their bid is made independently and without collusion with other bidders for bid to be valid and acceptable to the County of Orange.

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same Purchase Agreement items and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*

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**Signature of Authorized Company Representative**

23. **Correspondence to buyer:** Any correspondence related to this solicitation must be directed to the agency/department purchasing division to the attention of the assigned buyer. Correspondence not directed through the buyer for resolution will not be regarded as valid.

SIGNATURE PAGE

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

CONTRACTOR: TBD

DO NOT SIGN AT THIS TIME

Print Name Title

Signature Date

Print Name Title

Signature Date

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

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

Print Name Title

Signature Date

\*\*\*\*\*

Exhibit A
Company Profile

REQUESTED INFORMATION:

All bidders must submit the following information with their written quotations:

Name of Bidder

Business Address Phone No.

City/State Zip Code
(9 digit zip code mandatory)

Address for mailed funds:
(9 digit zip code mandatory)

Telephone Number: ( ) Facsimile Number: ( )

Email Address:

Small Business Yes No

Length of time the firm has been in business:

Length of time at current location:

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

Is your firm incorporated Yes No State of Incorporation

Contractor license number and type

Business License(s) number and type

Regular business hours:

Regular holidays and hours when business is closed:

Service Manager's name

Telephone Number: ( ) Facsimile Number: ( )

Email Address:

Customer Service Problems/Questions should be directed to: #

Accounts Payable Problems/Questions should be directed to: #

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

Name of Contact individual during non-business hours:

Telephone Number: ( ) Facsimile Number: ( )

Email Address: Pager Number:



**Exhibit B**

**Child Support, 30 days after award**

**In order to comply with child support enforcement requirements of the County of Orange, within 30 days of award of CONTRACT, CONTRACTOR agrees to furnish the required CONTRACTOR data and certifications to the CONTRACT administrator, Purchasing agent or the agency/department deputy purchasing agent.**

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

The certifications will be stated as follows:

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

Exhibit B

CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS

A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_
D.O.B: \_\_\_\_\_
Social Security No: \_\_\_\_\_
Residence Address: \_\_\_\_\_

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

Name: \_\_\_\_\_
D.O.B: \_\_\_\_\_
Social Security No: \_\_\_\_\_
Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_
D.O.B: \_\_\_\_\_
Social Security No: \_\_\_\_\_
Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_
D.O.B: \_\_\_\_\_
Social Security No: \_\_\_\_\_
Residence Address: \_\_\_\_\_

(Additional sheets may be used if necessary)

- C. A certification that 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.

**Exhibit B**

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