

INVITATION FOR BID

IFB 280-C023280-MA

FOR

CHECK POINT SUPPORT & SECURITY SUBSCRIPTION

**JOHN WAYNE AIRPORT
ORANGE COUNTY**



**County of Orange / John Wayne Airport
Eddie Martin Administration Building
3160 Airway Avenue, Costa Mesa, CA 92626**



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Cover Page

The County of Orange, John Wayne Airport (JWA)/Purchasing Division, hereinafter referred to as “County” is requesting competitive sealed bids from qualified firms, hereinafter referred to as “Bidders” to establish an annual contract for:

Check Point Support & Security Subscription

The awarded contract, hereinafter referred to as “Contract” shall be a fixed price Contract between County and awarded Bidder(s), hereinafter referred to as “Contractor” for the above project. Services provided by Contractor shall be in accordance with the Scope of Work requirements attached hereto and incorporated herein by this reference as Attachment A.

Questions/requests for interpretation are due by Wednesday, November 4, 2020 by 4:00 p.m.

Bids are due by Thursday, November 12, 2020 by 4:00 p.m.

Bids shall be valid for 180 days after closing date

I have read and understand and agree to the terms and conditions herewith, and I am submitting a bid in response to this solicitation.		
Company Name	Date	
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title
Contact person in reference to this solicitation		Title
Telephone Number		
Email Address		
Fax Number		

**If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be either the Secretary, an Assistant Secretary, 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 signator to bind the corporation.*

Return this page with your bid



General Information

1. Bid/proposal solicitation documents

The following are incorporated by reference and made a part of this Invitation for Bid.

Model Contract

Attachment A – Scope of Work

Attachment B – Contractor's Pricing

Attachment C – Staffing Plan

Exhibit 1 – Local Small Business Preference Certification Requirements

Exhibit 2 – Company Profile and References

Exhibit 3 – Bidder Certification

2. Business Hours

JWA/Purchasing Division's regular business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

JWA/Purchasing shall be closed on the following County holidays:

2020

January 1- New Year's Day

January 20 – Martin Luther King Day

February 12 – Lincoln's Birthday

February 17 – Presidents Day

May 25 – Memorial Day

July 4 – Independence Day

September 7 – Labor Day

October 12 – Columbus Day

November 11 – Veterans Day

November 26, 27 – Thanksgiving

December 25 –Christmas

3. Addendum (Addenda)

If a potential bidder/proposer received this solicitation document through some means other than from the County of Orange (including from the County of Orange Internet web site), it is the responsibility of the potential bidder/proposer to advise the assigned County of Orange Deputy Purchasing Agent of its intention to submit a bid/proposal so that any addenda or other correspondence related to this solicitation will be sent to the potential bidder/proposer. When contacting the assigned Deputy Purchasing Agent, the bidder/proposer should provide the solicitation number located on the cover page of this document. Transmittal of this information must be in writing, by U.S. Mail, fax, or e-mail. Transmittal of this information via telephone is not acceptable.

4. Bid Closing

It is the bidder's responsibility to verify that the closing date on the bid envelope matches the closing date of the bid.

5. Bid Submission Notice

Bids submitted must be properly completed. Contractor should quote its most competitive pricing. The County of Orange requires that contractors bid on specifications exactly as presented. Contractors must adhere strictly to any packaging specifications set forth in this bid solicitation. Bid submission forms must be properly filled out. Failure to comply with the requirements of the bid solicitation and/or failure to provide bids for the items as specified in the solicitation may result in a disqualification of the bid.



6. Bid/Proposal Acceptance/Rejection

The County reserves the right, at its sole discretion, to accept or reject any or all bids/proposals received as a result of this solicitation.

7. Bid/Proposal Withdrawal or Correction

If prior to award of Contract a bidder/proposer discovers an error in the submitted bid/proposal which renders the bidder unwilling to perform under any resulting Contract, the bidder/proposer must immediately notify the assigned Deputy Purchasing Agent in writing and request to withdraw or correct the bid/proposal. If the request to withdraw or correct is submitted prior to the close of the solicitation, the decision whether to correct or withdraw is at the discretion of the Deputy Purchasing Agent. The bidder/proposer must withdraw the bid/proposal if the solicitation is closed.

8. Bidders' Qualifications/Requirements

Bidders may be required to present satisfactory evidence that they have been regularly engaged in the business of providing goods/services required by this solicitation or are reasonably familiar with providing those goods/services and that they are fully prepared with the necessary capital, materials, staff and machinery as may be required or specified in this solicitation to complete the work to be contacted to the satisfaction of the County. Bidders may be required to provide information regarding and/or proof of the number of years they have provided the goods/services requested in this solicitation. Bidders shall be required to meet any other legal, license or certificate requirements that are necessary to enable them to provide the goods and/or perform the services specified in this solicitation.

9. Brand Name Specifications

Frequently specifications in bid solicitations state "brand name or equal." "Brand name" refers to the identification of products by manufacturer, make, and model. Any references to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Contractor specifies otherwise, it is understood that the Contractor is offering the brand item as specified in the solicitation. If Contractor bids an "equal", product, Contractor must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the County, and the County reserves the right to request a sample for determining equality with the specified brand. If it has been determined by the requesting agency/department and/or a County standards committee that only one brand can meet the County's requirements, "no exceptions" shall be noted in the specifications.

10. Changes to Solicitation Documents

All changes in specifications or other changes to this solicitation will be issued by the County in writing. The County of Orange is not responsible for any oral instructions.

11. Contract Award – Final Determination

Final award determination will be based primarily on the lowest responsive, responsible bid, but is contingent upon agency/department approval, which may include a review of qualifications and references specified in this solicitation. The County reserves the right to perform facilities inspections, when appropriate, prior to award of Contract. Facilities inspections will be for the purposes of ensuring that the bidder is meeting all health, safety or other enforceable operational requirements. No bid will be considered from a bidder whose facilities fail to pass inspection.

12. Contract Award - Multiple

The County reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for goods/services requested in this solicitation.



13. Contract Term

This solicitation is requesting competitive bids or proposals for an annual Contract.

14. County Decision Final

By submitting a response to this solicitation, bidders/proposers agree to accept the decision of the Deputy Purchasing Agent as final.

15. 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 the 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.

16. Discounts – Prompt Payment

The County of Orange encourages bidders to offer discounts for prompt payment. Unless otherwise provided for in this solicitation, discounts offered by bidders/proposers for prompt payment will be considered in reviewing bids for the purpose of determining the successful bidder for award of any resulting Contract.

17. EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the 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 http://www.edd.ca.gov/Employer_Services.htm

18. Exceptions

Any exceptions to the County’s terms and conditions must be clearly stated in responses to this solicitation under a 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 award of Contract.

19. Fax/Email Bids

Faxed and emailed bids are not allowed.



20. Interpretation and Clarification of Solicitation Documents

The County of Orange has attempted to provide all information available. It is the responsibility of each bidder/proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a bid/proposal. If any person contemplating submitting a bid/proposal for the proposed contract is in doubt as to the true meaning of any part of the bid/proposal solicitation documents or finds discrepancies in or omissions from the drawings or specifications, he may submit a written request to the assigned Deputy Purchasing Agent, unless otherwise directed, for interpretations thereof or corrections thereto. The person submitting the request will be responsible for its prompt and timely submission.

Any interpretation of or correction to the proposed documents will be made only by addendum issued by the assigned Deputy Purchasing Agent. A copy of such addendum will be mailed or delivered to each person/firm receiving the original solicitation documents. The County will not be responsible for any other explanations, corrections to or interpretations of the documents, including any oral information.

21. Lobbying

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person 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 contract.

22. Pricing Instructions

Bidders shall bid line items exactly as specified in this solicitation. Failure to do so may result in the submitted bid being deemed as non-responsive.

23. Protests

Policy

Any actual or prospective bidder, proposer or contractor who alleges a grievance by the solicitation or award of a Contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent.

Procedure

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

The name, address and telephone number of the protester;

The signature of the protester or the protester's representative;

The solicitation or Contract number;

A detailed statement of the legal and/or factual grounds for the protest; and

The form of relief requested.

Protest of Bid/Proposal Specifications:

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

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

Protest of Award of Contract:

In protests related to the award of a Contract, the protest must be submitted no later than five (5) business days after the notice of the proposed Contract award is provided by the Deputy Purchasing



Agent. Protests relating to a proposed Contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process

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.

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.

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.

If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process

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

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

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

24. Review of Bids

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.

25. Sealed Bids

Formal non-electronic bids must be submitted in a sealed envelope. All submittals must be received at the address noted on this solicitation by the date and time noted and date- and time- stamped upon receipt. Submittals received after this time and date will be considered late and will not be opened or considered. Only one bid may be submitted per envelope.

26. Sole Proprietorships

If your firm is a sole proprietorship doing business under a different name, indicate the sole proprietor's name, the name of the business, and your Federal Taxpayer ID Number below. If you are responding electronically, use the comments field at the end of your bid to provide this information.

27. Waivers – Bids/Proposals

The County reserves the right to waive at its discretion any irregularities or informalities which the County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of the County in any one or more instances to insist upon strict adherence to the requirements of the solicitation shall not be construed as a waiver or relinquishment to any extent of the right to require adherence to any other requirements of this solicitation or on any future occasion.



28. Bid Delivery

All written bids, regardless of manner of delivery, must be placed in separate sealed envelopes and received by JWA/Reception, at the address specified below, by the date and time due, unless other instructions are provided herein.

The separate sealed envelopes must be marked clearly with:

IFB number and description

Date and time of the IFB closing

It is Bidder's responsibility to verify that the closing date on the bid envelope matches the closing date of the bid. Only one bid submittal shall be accepted per envelope.

Bids may be submitted via mail or hand delivered only to:

John Wayne Airport

Eddie Martin Administration Building

Purchasing Division

3160 Airway Ave

Costa Mesa CA 92626

All bids, regardless of the manner of delivery, are due no later than the due date and time specified within this solicitation. Late bids shall not be accepted regardless of reason.

Mailed bids must be received by JWA and must be date and time-stamped by the receptionist.

Hand-delivered bids must be given to the JWA receptionist; do not leave bids at any other department. Receipts are available upon request.

Faxed and emailed bids are not allowed.

29. Subcontractor Information (Attachment C)

Pursuant to Sections 4100 through 4114 of the Public Contract Code of the State of California, every bid shall include:

The name, license # and location of the place of business of each subcontractor who shall perform work or labor or render service to Bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of Bidder's total bid; and,

The portion of work that shall be completed by each subcontractor under this act, Bidder shall utilize Attachment C to satisfy this requirement.

If Bidder fails to specify a subcontractor for any portion of the work to be performed under Contract in excess of one-half (1/2) of one percent (1%) of Bidder's total bid, he/she agrees to perform that portion himself/herself.

The successful Bidder shall not, without the consent of the County either:

Substitute any person, firm, or corporation as subcontractor in place of subcontractor designated in the original bid.

Permit any Subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

30. Lobbyists

County does not require and neither encourages nor discourages the use of lobbyists or other Contractors for the purpose of securing business.

31. Acceptance/Rejection/Award

Bids are not to be marked as confidential or proprietary. County may refuse to consider any bid so marked. Bids submitted in response to this IFB may become subject to public disclosure. County



shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.

Bid packages shall be reviewed by County for responsiveness to all requirements. County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.

Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.

Please take notice, non-acceptance of County terms and conditions may deem a bid non-responsive. County shall not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.

The lowest responsive, responsible bid(s) may be subject to further negotiations.

Final award determination based upon the lowest responsive, responsible bid, may also include a review of successful Bidder's qualifications, experience, and resources; Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County terms and conditions.

By submitting a response to this solicitation, Bidders agree to accept the decision of County Purchasing Agent as final.

32. County of Orange Local Small Business (OCLSB) Preference

Effective January 1, 2020, County of Orange Board of Supervisors adopted the County of Orange Local Small Business (OCLSB) Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

- 1) Local Business Requirements:
 - a. Maintains their principal center of operations (i.e. headquarters) within Orange County, and;
 - b. has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.
- 2) Small Business Requirements:
 - a. Must be certified as a Small Business by the State of California Department of General Services (DGS); and,
 - b. DGS Small Business requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB, please read and follow the process outlined in EXHIBIT I – LOCAL SMALL BUSINESS PREFERENCE CERTIFICATION REQUIREMENTS.



Submittal Checklist

Company Name

The following information, forms and documentation are included in the attached bid.

Initial	Items
	All bids must be in a sealed envelope and received on or before the time and date on Cover Page
	Bids may be submitted via mail or hand delivered only to: John Wayne Airport Eddie Martin Administration Building Purchasing Division 3160 Airway Ave Costa Mesa CA 92626
	The separate sealed envelopes must be marked clearly with: IFB number and description Date and time of the IFB closing
	Responsive Bids shall include the following completed submittals: Attachment A – Scope of Work Attachment B – Contractor’s Pricing Attachment C – Staffing Plan Exhibit 1 – Local Small Business Preference Certification Requirements Exhibit 2 – Company Profile and References Exhibit 3 – Bidder Certification Submittal Checklist

All information requested in the IFB must be furnished by the Bidder. Statements must be complete, accurate, verifiable, and in the form requested. Omission, inaccuracy, misstatement, or failure to file the questionnaire with the proposal shall be cause for rejection of the Bid.

Signature	Name	Title	Date
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Signature	Name	Title	Date
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**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:*

The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.

The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.

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

Submit with bid



Model Contract

**CONTRACT
MA-280-(TBD)**

FOR

**CHECK POINT SUPPORT
& SECURITY SUBSCRIPTION**

BETWEEN

COUNTY OF ORANGE, JOHN WAYNE AIRPORT

AND

(TBD)

**JOHN WAYNE AIRPORT
ORANGE COUNTY**





**CONTRACT (TBD)
FOR
DESCRIPTION**

This Agreement (“Contract”) is made between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport (“County” or “JWA”), and **TBD** (“Contractor”), which are sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

Recitals

Whereas, Contractor responded to an Invitation for Bid (IFB) for providing goods and services for County; and

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

Whereas, Contractor agrees to provide goods and services, as further set forth in the Scope of Work, attached hereto as Attachment A and incorporated herein; and

Whereas, County agrees to pay Contractor the fees as more specifically described in Contractor’s Pricing, attached hereto as Attachment B and incorporated herein;

Now Therefore, 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 adjudication to another county.

B. Entire Contract

This Contract 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.

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. 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.



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 covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment

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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 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 immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material 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 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. Independent Contractor

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty

Contractor shall warrant 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 workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:



- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the 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	\$1M occurrence/\$2M aggregate
Technology Errors & Omissions	\$1M occurrence/\$1M Aggregate
Automobile Liability including coverage for owned, hired, non-owned *	\$1M single limit
Workers' Comp/Employer's Liability *	Statutory/\$1M occurrence

*Not required if all services provided remotely.

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 00 12, CA 00 20, or a substitute form providing liability coverage 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 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees and agents** as Additional Insureds, or provide blanket coverage, which will state **As Required by Written Contract**.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.



The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees and agents*, or provide blanket coverage, which will state *As Required by Written Contract*.

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

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 the 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 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

P. Changes

Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.



The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. 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.

S. 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.

T. 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 "Z" 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.

U. Intentionally left blank

V. 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.

W. Attorney Fees

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.



Y. 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.

Z. 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 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.

AA. Audits/Inspections

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

The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract. Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.



CC. Expenditure Limit

The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract

This Contract specifies the contractual terms and conditions by which the County will procure Check Point Support & Security Subscription from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract

This Contract shall be effective December 1, 2020 through December 31, 2020 upon execution of all necessary signatures, and shall continue for one calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal

The Contract may be renewed by mutual written consent of both Parties for one (1) additional one (1) year terms. The County does not have to give reason if it decides not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Contract Amount Not to Exceed

Contract Amount not to exceed \$TBD

5. Adjustments – Scope of Work

No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.

6. Amendments - Changes/Extra Work

The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

7. Americans with Disabilities Act (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

8. Annual Prepaid Subscription - Refunds

The County of Orange shall be refunded any monies prepaid to the Contractor for publications that are canceled or not provided.



9. 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 "Z" 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.

10. Breach of Contract

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Terminate the Contract immediately, pursuant to Section K herein;
- b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

11. Civil Rights

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

12. Conflict of Interest – Contractor's Personnel

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

13. Conflict of Interest – County Personnel

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

care to prevent loss or damage to said property and shall deliver such property promptly to the place designed by the project manager.

14. Contractor Personnel – Drug-Free Workplace

The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. 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)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:



- a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- a. Will receive a copy of the company's drug-free policy statement; and
 - b. 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:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

15. Contractor Personnel – Reference Checks

The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

16. Contractor's Project Manager and Key Personnel

Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

17. Contractor's Records

The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

18. Cooperative Contract

The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities 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. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of



Orange form all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

19. County Branding Requirement – Publicity, Literature, Advertisements and Social Media

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 1. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Administrator/assigned Deputy Purchasing Agent;
 2. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,

If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

20. County Of Orange Local Small Business Preference Requirements

Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

21. Data – Title To

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.



22. 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.

23. Discounts – Prompt Payment

The County of Orange shall process payments with discounts offered for prompt payment and the checks for those payments. 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.

24. Discount Verification

For Contracts that are based on standard rates or list prices, the Contractor is required to state on the invoice the source and date of the rate/price and, when discounts are quoted, show the list rate/price and the discount.

The agency/department shall certify on the invoice that the prices are per the current price list for all items that have a per unit cost exceeding \$250.00 and that the appropriate discounts were applied.

25. Disputes - Contract

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

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

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

26. Equal Employment Opportunity

The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.



Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

27. Errors and Omissions

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction

28. Gratuities

The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

29. 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.

30. Inventions

If any discovery or invention arises or is developed in the course of, or as a result of work performed under this Contract, the Contractor shall refer the discovery or invention to the County.

31. Lobbying

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person 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 contract.



32. News/Information Release

The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

33. Nondiscrimination – Statement of Compliance

The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

34. Notices

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: JWA/Information Systems
Attention:
3160 Airway Avenue
Costa Mesa, CA 92626
Phone:
Email:

cc: JWA/Procurement
Attention: Maria Albelo , DPA
3160 Airway Avenue
Costa Mesa, CA 92626
Phone: 949-252-5175
Email: malbelo@ocair.com

Contractor: TBD

35. Ownership of Documents

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

36. Precedence

The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body



of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

37. Publication

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.

38. Project Manager, County

The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

need not be in writing, but may be in-person or via telephone, radio, text message, email, or other means.

39. 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.

40. Reprourement Costs

In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

41. Royalties

The County will not pay royalties as a result of work performed under this Contract. All written work resulting from this Contract shall be the property of the County of Orange, and any copyrights associated with that work shall belong to the County of Orange and shall be so designated on the written materials.

42. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and



indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

43. Substitutions

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

44. Termination - Orderly

After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

45. Usage

No guarantee is given by the County to the Contractor regarding usage of this Contract. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

46. Waivers - Contract

The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.



Signature Page

In Witness Whereof, Parties hereto have executed this Contract on the dates shown below their respective signatures below.

TBD*:

Do Not Sign At This Time			
Signature	Name	Title	Date

Do Not Sign At This Time			
Signature	Name	Title	Date

**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth:*

The first signature must be one of the following: a) Chairman of the Board; b) President; or c) any Vice President.

The second signature must be one of the following: a) Secretary; b) Chief Financial Officer; c) any Assistant Secretary; or d) any Assistant Treasurer.

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

County Authorized Signature:

Deputy Purchasing Agent			
Signature	Name	Title	Date



Attachment A Scope of Work

Scope of Work:

John Wayne Airport (JWA) is seeking to establish a contract for Check Point maintenance support and security subscriptions based on the product SKU and support level requirements listed below.

Item	Qty	SKU #	Product Under Support	Description
1	2	CPES-SS-PREMIUM-ONSITE-ADD	CPAP-SG13500-NGTP-HPP	Check Point Premium 4-Hour Onsite Support 24x7x365 Phone Support, Software Updates, and 4-Hour Onsite Hardware Replacement
2	4	CPES-SS-PREMIUM-ONSITE-ADD	CPAC-TR-10LR	Check Point Premium 4-Hour Onsite Support 24x7x365 Phone Support, Software Updates, and 4-Hour Onsite Hardware Replacement
3	2	CPEBP-NGTP	CPAP-SG13500-NGTP-HPP, CPAP-SG13500-NGTP-HPP	Check Point Enterprise Based Protection NGTP Subscription Bundle for 13500-NGTP-HPP Cluster (Qty 2)
4	1	CPSB-COMP-25-1Y	N/A	Check Point Compliance Blade Subscription for up to 25 Gateways



**Attachment B
Contractor's Pricing**

- 1. Compensation:** This is a fixed price Contract between County and Contractor for Check Point Support & Security Subscription, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. of the County Contract Terms and Conditions.**

Contract Not to Exceed Amount: \$TBD

- 2. Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

The price must include all fees, shipping, freight, transportation, travel, taxes and any other fees. No other compensation shall be allowed.

Item	Qty	SKU #	Product Under Support	Description	Year 1 12/1/2020- 12/31/2020	Year 2 12/1/2021- 12/31/2022
1	2	CPES-SS- PREMIUM- ONSITE-ADD	CPAP-SG13500- NGTP-HPP	Check Point Premium 4-Hour Onsite Support 24x7x365 Phone Support, Software Updates, and 4-Hour Onsite Hardware Replacement	\$	\$
2	4	CPES-SS- PREMIUM- ONSITE-ADD	CPAC-TR-10LR	Check Point Premium 4-Hour Onsite Support 24x7x365 Phone Support, Software Updates, and 4-Hour Onsite Hardware Replacement	\$	\$
3	2	CPEBP-NGTP	CPAP-SG13500- NGTP-HPP, CPAP- SG13500-NGTP- HPP	Check Point Enterprise Based Protection NGTP Subscription Bundle for 13500- NGTP-HPP Cluster (Qty 2)	\$	\$
4	1	CPSB-COMP-25-1Y	N/A	Check Point Compliance Blade Subscription for up to 25 Gateways	\$	\$
Total					\$	\$

Submit with Bid



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

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

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

4. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
5. **Payment-Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Delivery/service address
5. Master Agreement (MA) or Purchase Order (PO) number (Contract number)
6. Date of order and/or service dates
7. Product/service description, quantity, and prices
8. Sales tax, if applicable
9. Freight/delivery charges, if applicable
10. Total
11. Contractor's Federal Taxpayer Identification Number
12. Contractor's Invoice Number

Invoices and support documentation are to be forwarded to **(not both)**:

Mailed to John Wayne Airport
Attention: Accounts Payable
3160 Airway Avenue
Costa Mesa, CA 92626

Or

Emailed to AccountsPayable@ocair.com



**Attachment C
Staffing Plan
(If Applicable)**

1. Key Personnel

Name	Classification /Designation	Licenses/Certifications (Include license/ certification number)	Years of Experience	Length of Time with Firm

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor’s Key Personnel shall be allowed only with prior written approval of County’s Project Manager.

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

2. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

Submit with Bid



Exhibit 1

County of Orange Local Small Business (OCLSB) Preference Certification Requirements

To participate as an OCLSB the following requirements must be met:

- 1) A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - https://caleprocure.ca.gov/pages/sbdvbe_index.aspx
- 2) Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at OCLSBverify.com, search their legal company/business name in the County's database and print the OCLSB Certification.
 - a. Business name shall match the Company Legal Name specified on the Company Profile.
- 3) Complete and sign the OCLSB Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OLSB.
- 4) OCLSB Preference provides for the following:
 - a. Invitation for Bid – IFB

When the lowest bidder is not an OCLSB, the sole lowest certified OCLSB within five percent (5%) of the lowest bid shall be given the opportunity to price match. To participate as an OCLSB, the sole lowest qualified OCLSB must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County.
 - b. Request for Proposal - RFP

An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB to obtain the final score. If the final score of any OCLSB matches the final score of a non-OCLSB, preference shall be given to the certified OCLSB. If two or more OCLSBs have the same final score, the County shall determine the contract award based on the County's best interest.
- 5) OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.

County of Orange Local Small Business (OCLSB) Affirmation

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

(1) Local Business requirements:

- a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
- b) has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

(2) Small Business requirements:

- a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

I, certify that _____, (legal company/business name) is certified as an Orange County Local Small Business in accordance to OCLSB Preference certification requirements and currently meets the requirements set forth above.

Print Name

Title

Authorized Signature

Date

Please check below:

OCLSB Certificate attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:



Exhibit 2

Company Profile and References

Company Information

Company Legal Name:	
Company Legal Status (Corporation, Partnership, Sole Proprietor, etc.):	
Business Address:	
Website Address:	
Telephone No:	Fax Number:
E-mail Address:	
Length of time the firm has been in business: (Required minimum of 5 Years)	Length of time at current location:
Is your firm the sole proprietor doing business under a different name?	
If yes, please indicate sole proprietor's name and the business name:	
Department of Industrial Relations No:	
Is your firm incorporated?	If yes, State of Incorporation:
Federal Taxpayer I.D. No:	*D-U-N-S® No:
*County requires a valid D-U-N-S® number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com . If you are unable to provide/obtain a D-U-N-S® number, please indicate so in your proposal/bid submission response.	
Regular Business Hours:	
Regular Holidays and Hours when business is closed:	
Name of Contact person in reference to this solicitation:	
Telephone No:	Fax Number:
E-mail Address:	Cell Number:
Name of Contact Person for Accounts Payable:	
Telephone No:	Fax Number:
E-mail Address:	Cell Number:
Name of Service Manager:	
Telephone No:	Fax Number:
E-mail Address:	Cell Number:
In the event of an emergency or declared disaster, the following information is required	
Name of Contact individual during non-business hours:	
Telephone No:	Fax Number:
E-mail Address:	Cell Number:



Company Profile & References (Continued)

References:

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three (3) clients for whom goods/services have been provided or submit letters from your references which includes the requested information and demonstrates the minimum qualification requirement.

Qualification Requirement:

Minimum Qualifications: Refer to Attachment A

Company Name: _____ Telephone Number: _____

Contact Name: _____ Address: _____

Date(s) of Project: _____ Contract Amount: \$ _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Address: _____

Date(s) of Project: _____ Contract Amount: \$ _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Address: _____

Date(s) of Project: _____ Contract Amount: \$ _____

Brief Contract Description: _____



Exhibit 3

Bidder Certification

Conflict of Interest

Respondent/Bidder must certify either 1 or 2 by signing below:

1. Respondent/Bidder certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:
 - i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services you propose to provide.

Signature required

OR

2. Respondent/Bidder certifies that no relationships exist/existed as outlined in item 1 above.

Signature required

Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

(Remainder of page intentionally left blank)



Litigation

Respondent/Bidder must certify either 1 or 2 by signing below:

1. Respondent/Bidder certifies current/past litigation as follows:
 - i. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent/Bidder, or any company that holds a controlling interest in Respondent/Bidder, against the County of Orange in the past seven (7) years.
 - ii. Respondent/Bidder shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

Signature required

OR

2. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors do not have any past or current litigation.

Signature required

Name/Ownership Changes

Respondent/Bidder must certify either 1 or 2 by signing below:

1. Respondent/Bidder certifies past company name changes and/or ownership changes, for Respondent/Bidder's firm and any proposed subcontractor firm, as follows:
 - i. Respondent/Bidder shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
 - ii. Respondent/Bidder shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

Signature required

OR

2. Respondent/Bidder certifies that Respondent/Bidder or any proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

Signature required