

## Solicitation 060-582340-SV

### Contract for the purchase and delivery of Plastic Bags and Ties



County of Orange

## Bid 060-582340-SV

### Contract for the purchase and delivery of Plastic Bags and Ties

Bid Number 060-582340-SV  
Bid Title Contract for the purchase and delivery of Plastic Bags and Ties

Bid Start Date Nov 17, 2009 4:33:15 PM PST  
Bid End Date Dec 2, 2009 4:00:00 PM PST  
Question & Answer End Date Nov 24, 2009 4:00:00 PM PST

Bid Contact Yarida N Guzman  
Yguzman@ocsdfinancial.org

Standard Disclaimer The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

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Changes made on Nov 23, 2009 1:42:40 PM PST

New Documents Addendum 1 to bid 060-582340-SV.pdf

Changes were made to the following items:  
[Contract for the purchase and delivery of Plastic Bags and Ties](#)

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#### Description

The County of Orange/Sheriff–Coroner's Department is requesting competitive bids to establish a Contract for the purchase and delivery of Plastic Bags and Ties, as more fully detailed in Attachment A –Scope of Work, of the bid document #060-582340-SV.

Added on Nov 23, 2009:

Addendum #1 issued to add Exhibit A for plastic bags specifications.

Changes made on Nov 23, 2009 1:42:40 PM PST

**INVITATION FOR BID**  
**BID MUST BE RECEIVED**  
**PRIOR TO 4:00 P.M.(Pacific**  
**Time)**



**DATE: December 2, 2009**

**FOR OFFICE  
USE ONLY**

**BID NUMBER**  
**060-582340-SV**

**COUNTY OF ORANGE**  
**Sheriff Department**  
**Purchasing Services Bureau**  
**320 N. Flower St., 2<sup>nd</sup> Floor**  
**Santa Ana, CA 92703**  
**(714) 834-4364**

**Date/Time Stamp**

**Date: November 17, 2009**

**COVER PAGE**  
**INVITATION FOR BID**

**Description of Solicitation:**

The County of Orange is requesting competitive bids to establish a Contract for the **Purchase and Delivery of Plastic Bags, and Ties**, as more fully detailed in Attachment A – Scope of Work.

This IFB is set forth in the following format:

Cover Page

Section 1 – General Information

Company Profile

References

Section 2 – Model Contract Terms & Conditions

Attachment A – Scope of Work

Attachment B – Pricing

Attachment C – Compensation and Pricing Provisions

Exhibit 1

Proposed Contract will be effective for one (1) year, renewable for four (4) consecutive, additional one year terms.

Submitted bids will be valid for 90 days after closing date.

**BID CLOSES AT 4:00 P.M. (Pacific Time) on Wednesday, December 2, 2009**

There will be no Public Bid Opening for this solicitation.

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

**OR**

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Authorized Signature	Name	Title
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*Authorized Signature	Name	Title
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Reason(s) \_\_\_\_\_

\* If a corporation, this 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 the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

**RETURN THIS SHEET WITH YOUR RESPONSE**

## SECTION 1 - GENERAL INFORMATION

### I. IMPORTANT NOTICES:

Bids may be returned via mail or hand delivered only to the Sheriff Department, Purchasing Services Bureau, 320 N. Flower Street, 2<sup>nd</sup> Floor, Santa Ana, CA 92703 by the closing date and time indicated on this solicitation. Facsimile and electronic mail bids will not be accepted.

#### NO LATE BIDS WILL BE ACCEPTED REGARDLESS OF THE REASON

All changes or modifications to this solicitation will be issued in writing. If you received this solicitation by mail directly from the County of Orange, reasonable efforts will be made to mail all addenda (additional information or modifications) to this solicitation to you via U.S. Postal Service.

Any questions or requests for interpretations or clarifications shall be requested in writing on or before Tuesday, November 24, 2009. If clarification or interpretation of the IFB is considered necessary, a written addendum shall be issued. Oral statement(s) concerning the meaning of the contents of this IFB by any person is unauthorized and invalid. **All inquiries concerning this IFB should be directed through the BidSync System.**

The County of Orange does not guarantee that you will receive addenda (additional information, changes or modifications) to this solicitation by mail prior to the close of this solicitation or at all. It is the bidder's responsibility to ensure that they have received all addenda prior to the submission of its bid.

Sheriff Department/Purchasing Services Bureau regular business hours are 8:00 a.m. to 5:00 p.m.(Pacific Time), Monday through Friday.

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

### II. INSTRUCTIONS – GENERAL

1. If you choose not to submit a bid or "No Bid", please complete the appropriate section on the cover sheet of the IFB. Please ensure that you have signed the sheet, entered the date, name of your company and the name and title of the person authorized to sign on behalf of the company. Returning a "NO BID" response by the bid due date and time will keep your firm in the system. If you choose to "NO BID" this IFB, please complete the appropriate section on the cover sheet of the IFB, indicating the reason(s) why you have chosen not to bid. A failure to respond to this solicitation may eliminate your firm from the County Purchasing system.
2. **Responsive bids will include the following completed pages: Cover Sheet, Company Profile, References, Attachment B.** The cover sheet of a responsive bid must be signed appropriately and completed with the date and company name. If the bidder is a corporation then it must contain signatures, name and title of two corporate officers authorized to sign on behalf of the Company. The first signature must be either: 1) the chairman of the board; 2) president; or 3) any vice president. The second signature must be either: 1) the secretary; 2) an assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer.
3. Bids must be provided for each item separately; "all or none" bids will not be accepted unless in the best interest of the County.
4. Out of state Contractors must include California sales tax permit number.
5. **Mailed bids must be received by Sheriff Department/Purchasing Services Bureau by 4:00 p.m.(Pacific Time) on the date bids are due.** All envelopes containing mailed bids must be marked with the Bid number 060-582340-SV, date and time of the bid closing for that solicitation. It is the bidder's responsibility to verify that the closing date on the bid envelope matches the closing date of the bid. Only one bid submittal will be accepted per envelope. It is the bidder's responsibility to ensure that delivery is made to the Sheriff Department/Purchasing Services Bureau at the address below by the due date and time specified herein and to the following address:

**County of Orange  
Sheriff Department/Purchasing Services Bureau  
Attn: Yarida Guzman, Buyer/DPA  
320 N. Flower Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92703  
IFB #060-582340-SV**

6. **Hand-Delivery** - Bid responses may be hand-delivered to Sheriff Department/Purchasing Services Bureau, located on the 2nd Floor. DO NOT LEAVE BIDS WITH ANY OTHER DEPARTMENT LOCATED IN THE BUILDING. All bids, regardless of manner of delivery are due no later than 4:00 P.M.(Pacific Time).
7. **Telefaxed bids will not be allowed. Electronic mail bids will not be allowed.**
8. Contractor shall submit one (1) original and one (1) copy of this bid document.
9. Contractors shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County of Orange.
10. The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in your bid. Pre-contractual expenses are defined as including but not limited to, expenses incurred by the bidder in: a) preparing its bid in response to this IFB; b) postage/shipping c) negotiating with the County any matter related to the bid; d) any other expenses incurred by the bidder prior to the date of award and execution, if any.

### **III. INSTRUCTIONS - PROTEST PROCEDURES**

**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.

**Procedure**

All protests shall be type-written on the protester's letterhead and be submitted in accordance with the provisions stated herein. All protests shall include at minimum the following information:

The name, address and telephone number of the protester;

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

The solicitation or contract number;

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

**The form of relief requested.**

**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 the award of the contract, without delay, 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 letter, 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 with a decision as to whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of this manual.

The decision of the County Purchasing Agent will be final and there shall be no right to further administrative appeals.

**IV. RIGHTS RESERVED TO COUNTY**

1. The County, at its sole discretion, reserves the right to accept or reject in whole or in part any or all bids received as a result of this solicitation.
2. The County may cancel this Invitation for Bids in whole or in part without prior notice. Thereafter, the County may issue a solicitation for new bids.
3. Final award determination will be based on the overall lowest responsive, responsible bid, but is contingent upon agency/department approval, which will include a review of the bidders qualifications and references.
4. The County makes no guarantee as to the usage of the services by the County. The County furthermore makes no representation that any Contract will be awarded to any bidder responding to this Invitation For Bid.
5. All bids received will be public record after opening. Proposals/bids are not to be marked as confidential or proprietary. Proposals/bids submitted in response to this IFB are subject to public disclosure. The County shall not be liable for disclosure of any information or records related to this procurement.

Additionally, all proposals/bids shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals/bids submitted.

6. 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.
7. The County reserves the right to award its total requirements to one bidder or to apportion those requirement among two or more bidders as the County may deem to be in the best interests. In addition, negotiations may or may not be conducted with bidder; therefore, the proposal/bid submitted should contain the bidder's most favorable terms and conditions, since the selection and award may be made without discussion with any bidder.
8. The County reserves the right to waive, at its discretion, any irregularity or informality which the County deems correctable or otherwise not warranting rejection of the bid.
9. The lowest responsive and responsible bid may be subject to further negotiations.
10. By participating in this solicitation, bidders agree to accept the decision of the County Purchasing Agent as final.

## **V. SPECIAL REQUIREMENTS**

1. 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 therewith and that they are fully prepared with the necessary capital, material, and machinery as may be required or specified in this solicitation to complete the work to be contracted to the satisfaction of the County.
2. By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the goods/services required under this Invitation For Bid and that it is capable of providing the goods/services to achieve the County's objectives.
3. 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.
4. Each bidder must submit its bid in strict accordance with all requirements of this Invitation For Bid.

## **VI. 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.

## **VII. AWARD**

Final award determination will be based primarily on the overall lowest responsive, responsible bid, but is contingent upon agency/department approval, which will include a review of bidders' qualifications and references.

(Return with Bid Response)

**COMPANY PROFILE**

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Address for mailed Payment: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_

Length of time at current location: \_\_\_\_\_

Is your firm the sole proprietor doing business under a different name: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate sole proprietor's name and the business name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Indicate your firm's federal tax ID number: \_\_\_\_\_

Is your firm incorporated: \_\_\_\_\_ Yes \_\_\_\_\_ No State of Incorporation: \_\_\_\_\_

Type and number of business license(s): \_\_\_\_\_

System Certification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact's name in reference to this bid: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of project manager: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact's name to place order: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Name administrator to whom questions regarding accounts payable should be directed: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Name of Contact individual during non-business hours: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Pager Number: \_\_\_\_\_

(Return with Bid Response)

**REFERENCES**

All Contractors must provide a minimum of three references. At least two of the references are clients in California, and at least one of the references must cover services performed in the past year. Services should be similar to those services required in this solicitation. References must include the name and address of the company or governmental agency and the name and telephone and facsimile numbers of contact person(s), annual agreement dollar amount of the Contract and a brief description of the agreement/Contract work and services provided. Attach additional sheets if necessary.

1. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Annual agreement dollar amount: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Brief Description of agreement/Contract work or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Annual agreement dollar amount: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Brief Description of agreement/Contract work or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name of Reference: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Annual agreement dollar amount: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Brief Description of agreement/Contract work or services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 2****Model Contract (TBD) For  
The Purchase and Delivery of Plastic Bags and Ties**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, \_\_\_\_\_ with a place of business at \_\_\_\_\_, \_\_\_\_\_; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, Sheriff Department with a place of business at 320 N. Flower Street, 2<sup>nd</sup> Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, the Contractor responded to the County issued solicitation offering the complete Scope of Work as requested in Attachment A, and Contractor has represented that its proposed goods and services shall meet or exceed the County's requirements and specifications as set forth herein; and,

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the Purchase and Delivery of Plastic Bags, and Ties.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**General Terms and Conditions:**

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire Contract:** This Contract, including Attachments A, B, C, and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, 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.

**Exhibit A**

**ORIGINAL AGREEMENT (Contract Number N1000009358)**

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 by the County and in accordance to Attachment C, Compensation and Pricing.

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

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

I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an

employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.

O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

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

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

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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

#### Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or AMBest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

#### Coverage

Commercial General Liability with broad form property damage and contractual liability

Automobile Liability including coverage for

#### Minimum Limits

\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate

\$1,000,000 combined single limit per

owned, non-owned and hired vehicles	occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

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

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies.

An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT, OR REPRESENTATIVE.~~

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

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange

can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

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

FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

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

#### Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure and receive goods/services from the Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall be effective for one (1) year from that date, unless otherwise terminated by County. Contract may be renewed for up to four (4) additional one-year consecutive terms, upon mutual agreement of both Parties. The County does not have to give reason if it elects not to renew.
3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to

County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of the County. This obligation shall apply to the Contractor, the Contractor's employees, agents, relatives, sub tier Contractors and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.

6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.

7. **County and Contractor Project Manager:** 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.

Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager. The 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 14 calendar days after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to the County under this Contract.

8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, the County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's project manager shall notify the Contractor's project manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.

9. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

10. **Reprocurement Costs:** In the case of default by Contractor, the County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County the difference between the Contract cost and the price paid. The County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.

11. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the

Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

12. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
13. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

**For Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_

**For County:**

County of Orange  
Sheriff Department/Purchasing Services Bureau  
320 N. Flower Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92703  
Attn: Yarida Guzman, Buyer/DPA  
Ph: 714-834-4364  
Fx: 714-834-6411

14. **Incorporation:** This Contract, its Attachments A through C, and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form are attached hereto and incorporated by reference and made a part of this Contract.
15. **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.
16. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
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 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 buyer.
18. **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 Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

**19. 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's Purchasing Agent by way of the following process:

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

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 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. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction.

**20. Substitutions:** The contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

**21. Samples (Solicitation Documents Only):** Samples of items bid, when required or requested by the County of Orange, must be provided at no charge to the County prior to the closing time of this bid solicitation, unless otherwise provided. The sample or samples furnished must be identical in all respects to the product or products being offered to the County, unless otherwise provided for in this solicitation. Delivery shall be made to the agency/department address listed in the solicitation to the attention of the assigned buyer. All deliveries and pick-up of samples shall be made at no expense to the County. These samples may be used or torn down, and any damage or destruction incurred shall be at the sole cost of the bidder. The County shall in no way be held liable or responsible for damage to or destruction of the samples. Samples, if not destroyed by tests, will be returned at the contractor's expense, if so requested in writing at time of delivery.

**Model Signature Page**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

**Contractor:**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor\*:**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*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 the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A****Scope of Work**

I. Contractor shall provide **PLASTIC BAGS AND TIES** to be used with the Tipper Tie machine located at the Main Jail Complex, for Food Services.

A. **BAG SPECIFICATIONS:**

1. All bags shall be either sealed at one end or have a clip (tie) attached to prevent leakage from the bag when filled with product, liquid or otherwise filled.
2. All bags shall be USDA approved for food.
3. All bags shall be able to withstand the vacuum sealing associated with the Tipper Tie machine.
4. All bags shall be able to withstand the boiling associated with the "Cook/Chill" boiling or comparable method for cooking food.
5. Bag sizes shall include but not be limited to the following:  
 12"x18" Small Salad Bag  
 14"x24" Large Salad Bag  
 10"x30" Large Vegetable Bag  
Clips/ Ties for closing the bags

B. **SPECIAL INSTRUCTIONS:** Contractor must comply with the following instructions; otherwise, they will be considered non-responsive.

1. Contractor shall provide samples of items prior to the award of the Contract.
2. Contractor shall identify at bid time any known items that may require price adjustment within the first year.
3. Contractor shall provide volume discounts when applicable and support and participate in all manufacturer's programs. Notify the purchaser when any "Opportunity Buys" or "Special Deal" pricing occurs at the time the order is placed.
4. Contractor shall not require minimum quantity and /or cost per order.
5. Contractor shall be responsible for all deliveries to be loaded off at the delivery site by driver/delivery personnel. County employees and/or inmate workers shall NOT enter delivery vehicle or unload the shipment to be received.
6. All Contract prices are to be quoted F.O.B. destination.
7. All prices shall include shipping, delivery and handling charges.
8. Contractor shall make delivery **Monday thru Friday** between the hours of 7:00am – 3:00pm (Pacific Time). No county holiday or weekend deliveries will be accepted. County holidays are as follows:

New Year's Day	Martin Luther's King Day	Lincoln's Birthday
President's Day	Memorial Day	July 4 <sup>th</sup>
Labor Day	Columbus Day	Veteran's Day
Thanksgiving & Friday	Christmas Day	

9. All deliveries shall be made to the following address:  
County of Orange  
Sheriff-Department/Food Services Warehouse  
1530 S. State College Blvd.  
Anaheim, CA 92806  
Telephone: (714) 939-4850
10. Contractor shall provide thirty (30) day written notice from manufacturer for price increases, item size changes and case size re-configurations; otherwise the invoice shall be paid per the Original Agreement Pricing List.
11. Contractor shall insure adequate stock availability of contracted items to accommodate sales projections.
12. Contractor shall notify Sheriff-Department, Food Services Divisional Coordinator at (714) 939-4850 within three (3) working days of any stock deficiencies, which would negate sale offerings. Partial orders will be accepted and shall be reflected on invoices. Contractor shall notify the purchaser of any back orders that will occur. Open cases will not be accepted.
13. Contractor shall provide a packing list, bill of lading and /or invoicing which correctly identifies each product and quantities that are received. Invoice must be mailed within two (2) days of shipping merchandise or accompany the shipment.
14. Contractor shall supply only items specified on the Contract. No substitutions shall be accepted.
15. Contractor shall Insure application of an existing return and /or exchange policy, consistent with conventional retail sales. Contractor shall accept returns of products in full cases.
16. Contractor shall set a delivery date when the order is placed or call the Food Services warehouse receiving person to set up a delivery date if a commercial freight company is used.
17. Contractor shall provide a seven (7) day grace period on billing for exchanges, corrections, and discrepancies concerning product and product quality/quantity.
18. Contractor shall notify the County of Orange, Sheriff Department, Food Services Divisional Coordinator immediately in writing of any changes in the contract products which may cause a safety /security risk within the five (5) County jails.

**F. ORDER (S):**

1. Order(s) shall be placed as needed and at the convenience of the using departments.
2. Order (s) shall be filled without delays.
3. Ordering cycle shall be as needed and required for each facility ranging from weekly to monthly.
4. Minimum order(s) quantity and/or value limitation shall not be acceptable by the County of Orange, Sheriff Department, Food Services Division under any circumstances.
5. Orders purchased during Contract period, shall be paid without delays by the Auditor-Controller's office. To prevent late or delayed payments, Contractor

6. shall be responsible to clearly identify the date of order on each invoice. Order Date shall take precedence over the date of delivery. It is not the County's intent to place order(s) for product delivery beyond the first 7 calendar days of any subsequent contract period.

**Order(s) shall be delivered \_\_\_\_\_ days after being placed.**

**\*Unit Price shall include freight/shipping/handling/delivery charges**

**Miscellaneous Clause**

Other like items not listed in this Contract may be purchased against this miscellaneous clause.

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**ATTACHMENT B****Pricing****BAG SPECIFICATIONS:**

1. All bags should be either sealed at one end or have a clip (tie) attached to prevent leakage from the bag when filled with product, liquid or otherwise filled.
2. All bags should be USDA approved for food.
3. All bags should be able to withstand the vacuum sealing associated with the Tipper Tie machine.
4. All bags should be able to withstand the boiling associated with the "Cook/Chill" boiling or comparable method for cooking food.

**\*No Quantities** - Order(s) shall be placed as needed and at the convenience of the using department.

<b>Item No.</b>	<b>Approx Usage</b>	<b>U/M</b>	<b>Item Description</b>	<b>Suggested Brand/Model No.</b>	<b>Case Cost</b>
1	20,000.00	Case	Bags, Small Salad Size 12" x 18"		\$ _____
2	20,000.00	Case	Bags, Large Salad Size 14" x 24"		\$ _____
3	20,000.00	Case	Bags, Large Salad Size 10" x 30"		\$ _____
4		Case	Clips and Ties for Closing the Bags		\$ _____

**Miscellaneous Clause**

Other like items not listed in this Contract may be purchased against this miscellaneous clause.

**ATTACHMENT C****Compensation and Pricing Provisions**

This is a fixed fee Contract between the County and Contractor for goods and services provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

**1. Pricing**

Pricing set forth in Attachment B shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County of Orange. County will accept decreases only. Pricing will be firm unless a reduction is available. The Annual Compensation set forth in Exhibit B, section 1 is the only monies due and payable to the Contractor for all services and chemicals utilized under this Contract.

**2. Payment Terms**

Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor 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.

**3. Invoicing Instructions:**

Invoices are to be sent according to using departments:

County of Orange  
Sheriff-Department/Food Services Warehouse  
1530 S. State College Blvd.  
Anaheim, CA 92806  
Telephone: (714) 939-4850

The Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Federal I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

**EXHIBIT 1****CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.

Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

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

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

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

After notification of award, the successful Contractor may use the supplied form, page 26 of Invitation For Bid 060-582340-SV, to furnish required information listed above.

## **CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS**

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

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

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

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

**C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and**

**D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.**

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

Authorized Signature *	Name	Title
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Authorized Signature *	Name	Title
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\* If a corporation, this 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 the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

**INVITATION FOR BID**  
**BID MUST BE RECEIVED**  
**PRIOR TO 4:00 P.M.(Pacific**  
**Time)**



FOR OFFICE  
USE ONLY

**DATE: December 2, 2009**

**BID NUMBER**

**060-582340-SV**

**ADDENDUM #1**

**COUNTY OF ORANGE**  
**Sheriff Department**  
**Purchasing Services Bureau**  
**320 N. Flower St., 2<sup>nd</sup> Floor**  
**Santa Ana, CA 92703**

**Date/Time Stamp**

Date: November 23, 2009

**COVER PAGE**  
**INVITATION FOR BID**

**Description of Solicitation:**

The County of Orange is requesting competitive bids to establish a Contract for the Purchase and Delivery of Plastic Bags, and Ties, as more fully detailed in Attachment A – Scope of Work.

This IFB is set forth in the following format:

Cover Page

Section 1 – General Information

Company Profile

References

Section 2 – Model Contract Terms & Conditions

Attachment A – Scope of Work

Attachment B – Pricing

Attachment C – Compensation and Pricing Provisions

Exhibit 1

Proposed Contract will be effective for one (1) year, renewable for four (4) consecutive, additional one year terms.

Submitted bids will be valid for 90 days after closing date.

**BID CLOSES AT 4:00 P.M. (Pacific Time) on Wednesday, December 2, 2009**

There will be no Public Bid Opening for this solicitation.

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

**OR**

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

*Authorized Signature	Name	Title
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*Authorized Signature	Name	Title
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Reason(s) _____
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\* If a corporation, this 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 the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.  
 RETURN THIS SHEET WITH YOUR RESPONSE

**Addendum #2 is issued to add Exhibit A for plastic bags specifications.**

**EXHIBIT A****COLD FILL BAG SPECIFICATIONS****RESIN:****BLT MATERIAL****RESIN PROPERTIES:**      **ASTM Test Method**      **Typical Value**

Density	D 792	0.920 g/cc
Melt Index	D 1238	1.0 g/10 min

**FILM PROPERTIES: \*Based at .003 mil.**

Dart Impact	*D 1709	275 g
Elmendorf Tear	*D 1922	MD 375 g CD 750g
Tensile Yield	*D 882	MD 1500 PSI CD 1600 PSI
Ultimate Tensile	*D 882	MD 8400 PSI CD 5800 PSI
Ultimate Elongation	*D 882	MD 600 % CD 750 %
Haze	*D 1003	8 %
Gloss, 45	*D 2457	3 %
Vicat Softening Point		106 C/ 223 F
Melting Point		121 C/ 250 F
Minimum Temp, Based on .003 mil.		-40 C/ -40 F
Maximum Temp.		121 C/ 250 F

**PERMEABILITY:**

For O2:	600cc/mil/100 sq.in/24hrs. @ 20 deg.C
For CO2:	3570cc/mil/100 sq.in/24hrs @ 20 deg. C
For H2O:	1.1g/mil/100sq.in/24hrs @100 F & 90 deg. RH

## Question and Answers for Bid #060-582340-SV - Contract for the purchase and delivery of Plastic Bags and Ties

### OVERALL BID QUESTIONS

#### Question 1

Is the usage (20,000) indicated units or cases?

Is the usage stated monthly or annualy? (Submitted: Nov 18, 2009 5:25:24 AM PST)

#### Answer

- The usage is 20 to 40 cases (500 bags/case or 20,000 each) per year (Answered: Nov 18, 2009 11:59:17 AM PST)

#### Question 2

What is the past history for the above mentioned bid? Who made it and at what pricing? (Submitted: Nov 18, 2009 9:14:49 AM PST)

#### Answer

- The current brand is Flavor Seal; Current prices are \$86.67 for small bags, \$125.32 for large bags and the clips & ties are \$450/case (2500 per case) (Answered: Nov 18, 2009 11:59:17 AM PST)

#### Question 3

Based on past experience, how many cases of each size bag are ordered, and how often. (Submitted: Nov 18, 2009 9:38:15 AM PST)

#### Answer

- Orders vary according to the need of the dept; currently orders are 2 -3 times a year, averaging 20 cases per order; clips & ties are order less frequent. (Answered: Nov 18, 2009 11:59:17 AM PST)

#### Question 4

1COULD YOU GIVE US THE ADDRESS  
AND PHONE NUMBER FOR FLAVOR SEAL, YOUR CURRENT SUPPLIER?

2COULD YOU SEND US A SAMPLE, WE  
WOULD PAY THE FREIGHT.

3NEED TO KNOW TYPE OF TIE(sample)

ARE THESE 20,000 CASES, AT 500  
BAGS TO A CASE?

5ACCORDING TO YOUR ANSWER THREE  
ORDERS VERY FROM TWO OR THREE  
TIMES A YEAR-AVERAGING 20 CASES  
PER ORDER, DENOTES TO ME THESE  
ARE 20,000 BAGS, NOT 20,000 CASES?? IS IT CASES OR BAGS EACH?

6ARE THESE HIGH DENSITY OR LOW  
DENSITY BAGS? (Submitted: Nov 18, 2009 3:38:20 PM PST)

#### Answer

- #1 The manufacturing company is Carroll Manufacturing & Sales (CMS)  
#2 The County of Orange is unable to send samples; however, please feel free to stop by my office to view a sample of the bags and clips/ties no later than Wednesday, Nov. 25 by 2 p.m.; My office is located at 320 N. Flower Street, 2nd Floor in Santa Ana, CA 92703  
#3 This has already been answered on question #1; 20,000 each  
#4 Again, please review question #1; 20,000 each  
#5 The bags are high density (Answered: Nov 19, 2009 2:01:13 PM PST)

#### Question 5

1. What is the mil/micron requested for each size food bag?
2. Is there a difference between USDA and FDA approved plastic bags?
3. Do you require a sample for each size? How many samples per size do you require? Can the samples be submitted with the bid? (Submitted: Nov 19, 2009 8:56:53 AM PST)

Answer

- #1 3 mil  
#2 The main difference is one is Federal and the other is State; we required USDA Guidelines; for further details please visit [www.fsis.usda.gov](http://www.fsis.usda.gov).  
# 3 Four (4) to (6) samples of bags and clips/ties combined will be sufficient (Answered: Nov 19, 2009 2:01:13 PM PST)

Question Deadline: Nov 24, 2009 4:00:00 PM PST