

Solicitation 060-582336-SY
Lead Remediation Services



County of Orange

Bid 060-582336-SY Lead Remediation Services

Bid Number 060-582336-SY
Bid Title Lead Remediation Services

Bid Start Date Feb 5, 2010 4:52:40 PM PST
Bid End Date Feb 25, 2010 4:00:00 PM PST
Question & Answer End Date Feb 18, 2010 4:00:00 PM PST

Bid Contact Victor D Cumberland

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.

Description

The County of Orange / Sheriff – Coroner's Department is requesting competitive bids for Lead Remediation Services, as more fully detailed in Attachment A –Scope of Work, of the bid document # 060-582336-SY.

Any modification to the bid document will result in immediate disqualification.

Completed bid documents must be sent or dropped off to:

County of Orange
Sheriff – Coroner / Purchasing Division
320 N. Flower Street, 2ND Floor
Santa Ana, CA 92703

***** (Telephone/Fax/Email bid requests will not be honored) *****

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



DATE: February 25, 2010

FOR OFFICE
USE ONLY

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

BID NUMBER
060-582336-SY

COVER PAGE

Date: 2/5/10

Date/Time Stamp

INVITATION FOR BID

Description of Solicitation:

The County of Orange is requesting competitive bids to establish a Contract for **Lead Remediation Services**, 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
 - Exhibits 1 & 2

Submitted bids will be valid for **120** days after closing date.

BID CLOSES AT 4:00 P.M. (Pacific Time) on February 25, 2010.

Public Bid Opening scheduled at **10:00 a.m.** (Pacific Time) on **February 26, 2010** and will be held at County of Orange - Sheriff/Purchasing Division, 320 N. Flower St., 2nd Floor-Purchasing Conference Room, Santa Ana, CA 92703

| | | |
|---|------|-------|
| <input type="checkbox"/> 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 | | |
| <input type="checkbox"/> 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 |
| | | |
| *Authorized Signature | Name | Title |
| | | |
| 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-Coroner's Department, Purchasing Services Bureau, 320 N. Flower Street, 2nd 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 **February 18, 2010**. 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 either 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-Coroner's 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-Coroner's 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 060-582336-SY**, 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-Coroner's Department/Purchasing Services Bureau
Attn: Victor Cumberland
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
IFB 060-582336-SY

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 requirements 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 Lead Remediation Services**

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-Coroner's Department with a place of business at 320 N. Flower Street, 2nd 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 **Lead Remediation Services**.

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, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), and Exhibit 2 (Blank EDD Reporting Requirement Compliance 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.

- 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 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 indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the 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 | Minimum Limits |
|--|---|
| Commercial General Liability with broad form property damage and contractual liability | \$1,000,000 combined single limit per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 combined single limit per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Contractor's Pollution Liability | \$1,000,000 per occurrence / \$2,000,000 aggregate |

Contractor's Pollution Liability policy shall not contain a lead exclusion that would prohibit Contractor from performing work outlined in this Contract.

All liability insurance, except Professional Liability, required by this contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). 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 (1) year consecutive terms, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. 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. **Recurement 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. **EDD Independent Contractor Reporting Requirements (Blank Exhibit 2):** California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a Contract for services performed or that business or government entity either in or outside of California.

13. **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.

14. **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, 2nd Floor
Santa Ana, CA 92703
Attn: Victor Cumberland, Buyer

Ph: 714-834-6318

Fx: 714-834-6411

15. **Incorporation:** This Contract, its Attachments A through C, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), and Exhibit 2 (Blank EDD Reporting Requirement Compliance Form), are attached hereto and incorporated by reference and made a part of this Contract.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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 the that 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.

21. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either:
- a. Cancel the stop work order; or
 - b. Terminate work covered by the stop work order as provided for in the termination for convenience clause of this Contract. In the event that this section is invoked, the (30) thirty day requirement for termination for convenience shall not be required. County may terminate immediately at any time during the stop work period.
22. **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 rates listed in the Contract, regardless of quantity requested.
23. **Security Requirements:**
- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.
 5. Have employee complete and sign Contractor Security Clearance and Orange County Jail Release of Liability documents, as required by Orange County Sheriff's Department.
 - B. Contractor shall not assign to the County property any Contractor personnel as to whom the foregoing procedures indicate:
 1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or

mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to the Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.
- E. **THE CONTRACTOR'S PERSONNEL REQUIREMENTS:**

All employees must pass the County's background check and meet all requirements as set forth below:

1. Contractor's Personnel-Background Checks:
 2. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
 3. No person shall be employed on this work that has not received prior clearance from the Sheriff's Department.
 4. Within 15 days of the effective date of this Contract, the Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" and "Orange County Jail Release of Liability" information form for all Contractor's employee who will be working on or who will need access to the Sheriff's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager.
 5. "Contractor Security Clearance" and "Orange County Jail Release of Liability" information forms for renewal, at specified intervals and for new employees of Contractor, shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance or prior to the use of any person for work occurring on Sheriff's Facilities.
 6. "Contractor Security Clearance" and "Orange County Jail Release of Liability" information forms must be submitted on the original Sheriff's printed form. Facsimile or photocopy forms will not be accepted.
 7. "Contractor Security Clearance" and "Orange County Jail Release of Liability" information forms will be provided by the County Project Manager upon request and will be screened by the Sheriff's Department.
 8. "Contract Security Clearance" and "Orange County Jail Release of Liability" information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
 9. The Orange County Sheriff Department will not give the reason an individual's clearance is denied.
- F. **GENERAL SECURITY REQUIREMENT-AT WORKSITE:**
1. All work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel do not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on site contact person.

G. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities. To the end:
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information, or who have outstanding warrants or the Sheriff may detain warrants.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by the designated Authorized Service Requestor, County Project Manager, Contract Coordinator or the Contract Administrator.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure

environments.

6. Contractor's personnel may be detained within as facility until Sheriff's personnel resolve an incident.

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

OVERVIEW

The Orange County Sheriff-Coroner's Training Division has three shooting ranges, two mobile pistol ranges, and one forensic test range. Lead remediation/clean-up service shall be on an as-needed basis. Projected lead remediation service cycle of the permanent shooting ranges is annually and the mobile pistol ranges is semi-annually.

I. Scope of Service:

1. Contractor shall provide labor, material and all special equipment needed to perform removal of copper jackets/lead material from bullet trap material (rubber media) and return bullet trap area to factory specifications and approved by the County Project Manager (Training Division Sergeant).
2. Contractor shall provide all equipment necessary to complete the services specified in this Scope of Work in accordance with all Local, State and Federal Regulations, all decontamination procedures will be in compliance with CAL OSHA and Hazardous Waste EPA 22CCR66015 Control Law.
3. Contractor shall provide the County with the weight of all material removed for recycling. Contractor shall credit to the County the monetary recycle value of the recyclable materials based upon the London Metal Exchange rate at time of pickup and as modified by the percent as specified in Attachment B of this Contract. Contractor shall include a copy of the London Exchange Rate (to be stated in US Dollars) as published by the exchange when submitting an invoice. Contractor shall deduct the credit from any monies due and owing to Contractor for the performance of this Agreement and submit invoices to the County only for the remaining balance.
4. Contractor shall be responsible for supplying any additional rubber media required to return the ranges to factory specifications. Rubber media provided must meet factory specifications and be approved by the County Project Manager.

II. Range Locations, Specifications and Scope of Service:

1. **Range # 1:** Police Practical Course (Law Enforcement Range)
 Location: Training Division, 1900 W. Katella Avenue, Orange, CA 92868
 Specification: Bullet Trap Area 85' long x 14' deep
 Concrete area in front of bullet trap 85' x 60'
 Approximately 90 Cubic yards of Material
 Scope of Service:
 - a. Remove the rubber media from the bullet trap area to a depth of 16"
 - b. Separate all foreign material including but not limited to bullet jacketing, wadding, target foam and lead material from the rubber media
 - c. Contractor shall recycle across the entire surface of the bullet trap and return the rubber media to the bullet trap area to the satisfaction of the County Project Manager
 - d. Contractor to replace/replenish fire retardant chemical as needed
 - e. Fill hopper at the upper part of the Bullet Trap
 - f. Remove foreign material/lead material from premises
2. **Range # 2:** American Standard Course (Public Range)
 Location: Training Division, 1900 W. Katella Avenue, Orange, CA 92868

Specification: Bullet Trap Area 85' long x 14' deep
Concrete area in front of bullet trap 85' x 60'
Approximately 90 Cubic yards of Material

Scope of Service:

- a. Remove the rubber media from the bullet trap area to a depth of 16"
- b. Separate all foreign material including but not limited to bullet jacketing, wadding, target foam and lead material from the rubber media
- c. Contractor shall recycle across the entire surface of the bullet trap and return the rubber media to the bullet trap area to the satisfaction of the County Project Manager
- d. Contractor to replace/replenish fire retardant chemical as needed
- e. Fill hopper at the upper part of the Bullet Trap
- f. Remove foreign material/lead material from premises

3. **Range # 3:** Tactical Range (Law Enforcement Range)
Location: Training Division, 1900 W. Katella Avenue, Orange, CA 92868
Specification: Bullet trap area is 75' long x 14' deep
Concrete area in front of bullet trap 55' x 65'
Approximately 70 Cubic yards of material

Scope of Service:

- a. Remove the rubber media from the bullet trap area to a depth of 16"
- b. Separate all foreign material including but not limited to bullet jacketing, wadding, target foam and lead material from the rubber media
- c. Contractor shall recycle across the entire surface of the bullet trap and return the rubber media to the bullet trap area to the satisfaction of the County Project Manager
- d. Contractor to replace/replenish fire retardant chemical as needed
- e. Fill hopper at the upper part of the Bullet Trap
- f. Remove foreign material/lead material from premises

4. **Range # 4:** Mobile Pistol Range (Law Enforcement Range)
Location: South Operations Division, 11 Journey, Aliso Viejo, CA 92656
Specification: 53' long standard cargo trailers with a bullet trap at the end and inside the trailer.
Scope of Service:

This Mobile Pistol Range typically needs its bullet trap cleaned every six months. The clean-up shall be either the entire trap or "hot spots" (areas that most of the shooting takes place in) depending on the amount of lead build-up in the trap.

5. **Range # 5:** Mobile Pistol Range (Law Enforcement Range)
Locations: Theo Lacy Facility, 501 The City Drive South, Orange
John Wayne Airport, 3160 Airway Avenue, Costa Mesa
Coroner Facility, 1071 W. Santa Ana Blvd., Santa Ana
Musick Facility, 13502 Musick Rd., Irvine
(This Mobile Pistol Range is going to be moved monthly among these four locations and shall be at one of these four locations when it needs to be cleaned.)

Specification: 48' long standard cargo trailers with a bullet trap at the end and inside the trailer.

Scope of Service:

This Mobile Pistol Range typically needs its bullet trap cleaned every six months. The clean-up shall be either the entire trap or "hot spots" (areas that most of the shooting takes place in) depending on the amount of lead build-up in the trap.

6. **Range # 6:** Forensic Test Range
Location: Forensic Science Services, 320 N. Flower Street, Santa Ana
Specification: 1 pt. Lamella bullet trap

Scope of Service:

- a. Setup decontamination unit and regulate work area.
- b. Remove and dispose of 60 used lamellas as lead contaminated hazardous waste.
- c. Supply and install 60 new lamellas; new fiber reinforced rubber belting material only.
- d. Rotate existing lamellas as needed per manufacturer's specifications.
- e. Clean, rotate, and re-hang gum rubber "ballistic curtain".
- f. Supply containers and package the spent lead projectiles for recycling.
- g. Recycle spent lead projectiles.
- h. Visually inspect bullet trap components for wear/damage, compare with manufacturer's specifications, and inform County of any visual defects.
- i. Replace and/or tighten any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap.
- j. HEPA vacuum accessible intake vents over the bullet trap.
- k. HEPA vacuum accessible floor area underneath the bullet trap.
- l. HEPA vacuum the shooting range floor and walls up to 10 feet.
- m. Wet wipe the outside of equipment in the range.
- n. HEPA vacuum the first 200 sq. ft. of floor outside the entrance to the shooting range.
- o. Properly package, label, and dispose in UN-DOT approved containers all cleaning supplies, lamellas, and personal protective equipment as lead-contaminated hazardous waste created. Waste shall be disposed of in an EPA approved landfill with the proper manifesting. County shall provide to Contractor with County Federal EPA Identification/USEPA Number.

Other Contractor Obligations:

- a. Provide lead licensed supervisor and workers.
- b. Follow all EPA and OSHA guidelines.
- c. Follow site specific OSHA compliance plan for range maintenance and waste management.
- d. Contractor must be a registered hazardous waste hauler and transport any hazardous waste to a permitted storage facility. Contractor shall comply with all applicable local, state, and federal laws and regulations regarding lead and lead removal. All work shall, at a minimum, comply with all requirements specified by the Occupational Safety & Health Administration ("OSHA"), the Environmental Protection Agency ("EPA"), and California Code of Regulations ("CCR"), Title 8, which pertain to lead and lead removal. Contractor may use a subcontractor who is registered as hazardous waste hauler for the purposes of transporting and disposal/recycle only. Contractor shall be responsible and liable for the performance of their subcontractor. Subcontractor shall also be required to follow all requirements specified by the Occupational Safety & Health Administration ("OSHA"), the Environmental Protection Agency ("EPA"), and California Code of Regulations ("CCR"), Title 8, which pertain to lead transporting and disposal/recycling. Usage/approval of a Subcontractor by Contractor shall be per page 10, Paragraph I. "Assignment or Sub-contracting", of this Contract.
- e. All hazardous and non-hazardous waste generated from each location MUST be properly manifested per EPA/DOT regulations and signed by Contractor or their designee. Contract shall provide copies of said manifest/log to County to be maintained at the site.
- f. Contractor is responsible for and shall obtain any necessary permits or registrations from applicable environmental agencies (e.g. South Coast Air Quality Management District, Cal OSHA, DTSC, etc.) prior to beginning any work that will require such a permit, if applicable.

- g. Copies of all permits shall be given by Contractor to County Project Manager in advance of any work being performed, if applicable.

**ATTACHMENT B
Pricing
(Return with Bid Response)**

Lead Remediation

- | | | | |
|----|-------------------|---|------------------|
| 1. | Range # 1: | Police Practical Course | |
| | | Entire Trap Clean | \$ _____ per job |
| | | “Hot Spots” Clean | \$ _____ per job |
| 2. | Range # 2: | American Standard Course | |
| | | Entire Trap Clean | \$ _____ per job |
| | | “Hot Spots” Clean | \$ _____ per job |
| 3. | Range # 3: | Tactical Range | |
| | | Entire Trap Clean | \$ _____ per job |
| | | “Hot Spots” Clean | \$ _____ per job |
| 4. | Range # 4: | Mobile Pistol Range | |
| | | Entire Trap Clean | \$ _____ per job |
| | | “Hot Spots” Clean | \$ _____ per job |
| 5. | Range # 5: | Mobile Pistol Range | |
| | | Entire Trap Clean | \$ _____ per job |
| | | “Hot Spots” Clean | \$ _____ per job |
| 6. | Range # 6: | Forensic Test Range | \$ _____ per job |
| 7. | Credit: | Percentage of London Metal Exchange Rate offered to County for Lead (Pb) per Attachment A of this Contract. | _____ % |

Note:

- Contractor shall provide the County with the weight of all material removed for recycling. Contractor shall credit to the County the monetary recycle value of the recyclable materials based upon the London Metal Exchange rate at time of pickup and as modified by the percent as specified in Attachment B of this Contract. Contractor shall include a copy of the London Exchange Rate (to be stated in US Dollars) as published by the exchange when submitting an invoice. Contractor shall deduct the credit from any monies due and owing to Contractor for the performance of this Agreement and submit invoices to the County only for the remaining balance.
- Pricing includes any and all applicable regulatory compliance fees, hazardous waste disposal, bulk transportation and equipment, supplies (includes 8.75% tax), labor, personal protective equipment and anything else covered under this Contract.

Contract shall not exceed \$ _____ per year (To be entered in by County at time of Contract execution)

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.

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:

Payments and/or invoices are to be sent to:

County of Orange
 Sheriff-Coroner Department/Training Division
 1900 W. Katella Avenue
 Orange, CA 92868
 Attn: Sgt. Paul Gilmore

County of Orange
 Sheriff-Coroner Department/Crime Lab
 320 North Flower Street
 Santa Ana, CA 92703
 Attn: Loren Sugarman

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 30 of Invitation For Bid # 060-582336-SY**, 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

Authorized Signature * Name Title

*** 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.**

EXHIBIT 2

EDD-INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, California State Senate Bill 542 requires businesses and government entities to report specified information about independent Contractors to the Employment Development Department.

An Independent Contractor is defined as an individual who is not an employee of the Business or government entity for California purposes and who receives compensation or executes a Contract for services performed for that business or government entity either in or outside of California.

To comply with the reporting requirements of SB 542, County procedures for contracting with Independent Contractors have changed and now mandate that the following information be completed and forwarded to the requesting agency/department immediately upon request.

- First name, middle initial, and last name
- Social security number
- Address
- Start and expiration dates of Contract
- Amount of Contract

a. EDD Reporting Form

| | | |
|----------------------------------|-----------------|-----------------------|
| First Name | Middle Initial. | Last Name |
| SSN _____ | | |
| Contract No. _____ | | |
| Start Date _____ | | Expiration Date _____ |
| Dollar value of Contract : _____ | | |

Question and Answers for Bid #060-582336-SY - Lead Remediation Services

OVERALL BID QUESTIONS

Question 1

Will there be an opportunity to view one or more of the ranges? (Submitted: Feb 8, 2010 8:09:54 AM PST)

Answer

- No job walks are scheduled at this time for this solicitation. (Answered: Feb 9, 2010 1:34:26 PM PST)

Question 2

Can you please provide the current contract pricing per Attachment B Entire Trap Clean Hot Spots Clean for Range #1, #2, #3, #4, #5, & #6. (Submitted: Feb 9, 2010 4:08:57 PM PST)

Answer

- Range 1: Police Practical Course \$10,940.00 per job

Range 2: American Standard Course \$10,940.00 per job

Range 3: Tactical Range \$ 9,265.00 per job

Range 4: Mobile Pistol Range

Entire Trap Clean \$ 3,180.00 per job

"Hot Spots" Clean \$ 2,470.00 per job

Range 5: Mobile Pistol Range

Entire Trap Clean \$ 3,180.00 per job

"Hot Spots" Clean \$ 2,470.00 per job

Range 6: Forensic Test Range \$ 8,500.00 per job (Answered: Feb 9, 2010 5:27:37 PM PST)

Question 3

Is this a one time service or an ongoing service contract. If ongoing, How long? (Submitted: Feb 9, 2010 4:12:41 PM PST)

Answer

- This is for an ongoing service. Model Contract contained in the model bid package is proposed for one year, renewable for four additional one year terms per the terms and conditions of the model contract. (Answered: Feb 9, 2010 5:27:37 PM PST)

Question 4

Please provide total weight of hazardous materials disposed from each range, each time it was cleaned out. (Submitted: Feb 9, 2010 4:17:04 PM PST)

Answer

- Ranges 1, 2, and 3 vary from 15,000 to 20,000 lbs of recycled lead per range each year. Amounts vary from range to range each year depending on the volume of usage at each range.

Ranges 4 and 5 vary between 1,300 to 2,000 lbs of recycled lead each year.

Range 6 around 1,900 lbs of waste each year. (Answered: Feb 11, 2010 2:25:39 PM PST)

Question 5

Are you using a consultant to oversee and/or verify the completion of the clean up projects. Who do I contact to provide a bid as a consultant and/or training provider? certified lead consultant (Submitted: Feb 10, 2010 4:53:14 PM PST)

Answer

- No. There are no consulting or training components for this solicitation. (Answered: Feb 11, 2010 8:14:56 AM PST)

Question 6

What Company is the incumbent? (Submitted: Feb 10, 2010 9:03:06 PM PST)

Answer

- Best Technology Systems, Inc. (Answered: Feb 11, 2010 8:14:56 AM PST)

Question 7

How many jobs per range were completed in the current contract term? (Submitted: Feb 10, 2010 9:04:37 PM PST)

Answer

- No jobs to record have been completed during this term of Contract (10/17/09 through and including 10/16/10). Estimated usage each year for each range is estimated to be as follows:

Range 1 is one job a year.

Range 2 is one job a year.

Range 3 is one job a year.

Range 4 is one to two jobs a year.

Range 5 is one to two jobs a year.

Range 6 is zero to one jobs a year. (Answered: Feb 11, 2010 2:25:39 PM PST)

Question 8

Answer to question #4 states the weight of "recycled lead". Is this a total weight that includes disposal of other contaminated materials, ie. shooting targets, wood beams, etc. If not, what is the total weight disposed of other materials at each range. (Submitted: Feb 12, 2010 9:02:35 AM PST)

Answer

- The weights given for ranges one through five is for "recycled lead". No other materials in that number. Range # 6, about 20 lbs. of "recycled lead" is recovered while the rest is other materials. (Answered: Feb 19, 2010 9:28:15 AM PST)

Question 9

Please clarify the number of trailers that comprise the mobile pistol ranges #4 and #5. Is there just one standard cargo trailer for each? (Submitted: Feb 18, 2010 1:10:15 PM PST)

Answer

- One standard cargo trailer with three shooting stalls in each trailer at range 4 and 5. (Answered: Feb 19, 2010 9:28:15 AM PST)

Question Deadline: Feb 18, 2010 4:00:00 PM PST