

Solicitation 060-C021620-YT

CAR RENTAL SERVICES

Bid Designation: Public



County of Orange

Bid 060-C021620-YT CAR RENTAL SERVICES

Bid Number **060-C021620-YT**
Bid Title **CAR RENTAL SERVICES**

Bid Start Date **Dec 26, 2019 10:43:19 AM PST**
Bid End Date **Jan 16, 2020 4:00:00 PM PST**
Question & Answer
End Date **Jan 8, 2020 4:00:00 PM PST**

Bid Contact **Yvette Torres**
714-568-5791
Ytorres@ocsd.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.**

Description

THE COUNTY OF ORANGE IS REQUESTING COMPETITIVE BIDS TO ESTABLISH A CONTRACT FOR CAR RENTAL SERVICES, AS MORE FULLY DETAILED IN ATTACHMENT A-SCOPE OF WORK.

PROPOSED CONTRACT WILL BE EFFECTIVE FOR TWO (2) YEARS, RENEWABLE FOR THREE (3) CONSECUTIVE, ADDITIONAL ONE YEAR TERMS.

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



DATE: January 16, 2020

FOR
OFFICE USE ONLY

BID NUMBER
060-C021620-YT

COUNTY OF ORANGE
Sheriff-Coroner Department
Purchasing Services Bureau
320 N. Flower St., 2nd Floor
Santa Ana, CA 92703
(714) 834-4700

Date: December 26, 2019

COVER PAGE
INVITATION FOR BID

Date/Time Stamp

Description of Solicitation:

The County of Orange (“County”) is requesting competitive bids to establish a Contract Car Rental 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 – Compensation and Pricing Provisions

Exhibit I - Bidder Certification, Contractor Performance Evaluation Form and Verification Process

Proposed Contract will be effective for two (2) years, renewable for three (3) consecutive, additional one year terms.

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

BID CLOSSES AT 4:00 P.M. (Pacific Time) on Thursday, January 16, 2020.

Public Bid Opening scheduled at 10:00 A.M on Friday, January 17, 2020 and will be held at County of Orange, Sheriff-Coroner/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.		
Company Name: _____ Date: _____		
*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. **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.**

RETURN THIS SHEET WITH YOUR RESPONSE

SECTION 1 - GENERAL INFORMATION

I. IMPORTANT NOTICES:

NO LATE BIDS WILL BE ACCEPTED REGARDLESS OF THE REASON

- **New Year's Day – Wednesday, January 1, 2020 is a County observed holiday**

All changes or modifications to this solicitation will be issued through BidSync.

Any questions or requests for interpretations or clarifications shall be requested in writing through BidSync on or before Wednesday, January 8, 2020. 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.

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

County 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. Responsive bids will include the following completed pages: Cover Sheet, Company Profile, References, and 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. **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.**
2. Bids must be provided for each item separately; "all or none" bids will not be accepted unless in the best interest of County.
3. Out of state Contractors must include California sales tax permit number.
4. **Mailed bids** must be received by Sheriff-Coroner Department/Financial Services 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-C021620-YT**, 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-Coroner 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 Department/Financial Services
 Attn: Yvette Torres, Supervising PCS
 320 N. Flower Street, Suite 108
 Santa Ana, CA 92703
 060-C021620-YT**

5. **Hand-Delivery** - Bid responses may be hand-delivered to 320 N. Flower St., Suite 108, Santa Ana, CA 92703, Sheriff-Coroner Department/Financial Services. **DO NOT LEAVE BIDS WITH ANY OTHER OFFICE LOCATED IN THE BUILDING.** All bids, regardless of manner of delivery are due no later than 4:00 P.M. (Pacific Time).
6. **BidSync Bids** – Bid may be submitted on BidSync only when the electronic bid solicitation format is used by County. All bids submitted through BidSync must be accessible by the County 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 its 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 County. In addition, Contractors are fully responsible for the timely delivery of bids to the County, whether by hand delivery, mail or through Bid Sync.
10. 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 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 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 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, County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, 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.

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

Appeal Process

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

Within fifteen (15) business days, the County Procurement Officer 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 County's Contract Policy Manual.

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

IV. RIGHTS RESERVED TO COUNTY

1. 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. County may cancel this Invitation for Bids in whole or in part without prior notice. Thereafter, County may issue a solicitation for new bids.
3. County makes no guarantee as to the usage of the services by County. County furthermore makes no representation that any contract will be awarded to any bidder responding to this Invitation For Bid.
4. All bids received will become a public record after the closing date and time for submitting bids. Proposals/bids are not to be marked as confidential or proprietary. Proposals/bids submitted in response to this IFB are subject to public disclosure. 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 County. County reserves the right to make use of any information or ideas in the proposals/bids submitted.
5. When more than one line item is specified in a solicitation, County 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. 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 County purchasing all items for which the bidder provided bids. In the event that the bidder so objects, County may consider the bidder's objection non-responsive and may render the bidder ineligible for award.
6. County reserves the right to award its total requirements to one bidder or to apportion those requirement among two or more bidders as County may deem to be in the best interests of County. 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.
7. Correction, clarification, or withdrawal of erroneous bids before or after award shall be permitted by the County Procurement Officer or Deputy Purchasing Agent under the following circumstances:
 - A) Where this is a mistake clearly evident from examining the bid document, such as an extension of unit pricing or errors in addition, the bidder may be permitted to correct

the error and the bid may remain valid.

- B) Where a bidder alleges a material mistake of fact and there is reasonable proof a mistake was made and the intended bid cannot be ascertained with reasonable certainty, the bidder will be permitted to withdraw the submitted bid without penalty.
- C) Where a bidder fails to supply information requested in the IFB due to oversight, the bidder may be permitted the opportunity to furnish the information. This may be permitted so long as the information does not affect the bidder's submitted price, specifications, or substantive obligations, and does not affect the position of the bid relative to other bids properly submitted.

Where a bidder committed errors in judgment, the County will not permit withdrawal of the submitted bid without penalty, unless it is determined to be in the best interest of the County.

Nothing in this section is intended to prohibit the County from accepting a voluntary reduction in price or more favorable terms from a successor bidder after award, provided that such is not conditioned on a modification or deletion of any conditions required in the IFB which would result in a contract less favorable to the County.

- 8. The lowest responsive and responsible bid may be subject to further negotiations in the sole discretion of the County; bidders should not assume, however, that there will be an opportunity for further negotiation so bidders must present their best and final bid in response to this solicitation.
- 9. By participating in this solicitation, bidders agree to accept the decision of the County Procurement Officer as final.
- 10. When all other factors are determined to be equal, the County Procurement Officer and Deputy Purchasing Agents have the right to award tied bids only by performing a resolicitation between the tied bidders.

V. LOCAL SMALL BUSINESS (LSB) PREFERENCE

- 1. To be certified as a Local Small Business by the County of Orange, a business shall meet (A) and (B) below:
 - A. Local Business requirements:
 - a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
 - b) has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.
 - B. Small Business requirements:
 - a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
 - b) DGS Small Business requirements must be valid at the time of submittal.
- 2. When the lowest bidder is not an LSB, the sole lowest certified LSB within five percent (5%) of the lowest bid shall be given the opportunity to price match. To participate in the LSB Preference Policy, the sole lowest qualified LSB must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County.
- 3. The County Procurement Officer may consider a departmental request to waive the LSB Preference Policy requirement under special circumstances and/or if it is determined to be in the best interest of

the County. Prior to approving an LSB waiver request, the County Procurement Office will notify the Board of Supervisors of this request.

4. The LSB waiver request must be approved by the County Procurement Officer and Chief Financial Officer, on the form(s) approved and provided by the CPO, and shall be made part of the procurement file.
5. LSB Preference Policy requirements shall not apply when prohibited by this policy, law or regulation including, but not limited to specific state or federal funded projects.

VI. 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 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 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.

VII. EXCEPTIONS

Any exceptions to 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. 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.

VIII. AWARD

Final award determination will be based on the overall lowest responsive, responsible bid, , 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 company, or are any of its principal officers, involved in litigation in connect with contracts for providing services similar to those being proposed? Yes: _____ No: _____

If yes, please explain: _____

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: _____

Is your company, or are any of its principal officers, involved in litigation in connect with contracts for providing services similar to those being proposed? Yes: _____ No: _____

If yes, please explain: _____

Indicate your firm's federal tax ID number: _____

Indicate your firm's D-U-N-S 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 bidders must provide a minimum of three (3) *Letters of Reference*. The reference should be from clients who are comparable in scope to the County of Orange. Include one reference from a governmental agency. References must cover services performed by your company in the past five (5) years. 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.

Additionally, please complete the form below on the clients who have provided references:

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: _____ Email Address: _____
 Brief Description of agreement/Contract work or services provided: _____

2. Name of Reference: _____
 Address: _____
 Contact Name: _____ Telephone Number: _____
 Annual agreement dollar amount: _____ Email Address: _____
 Brief Description of agreement/Contract work or services provided: _____

3. Name of Reference: _____
 Address: _____
 Contact Name: _____ Telephone Number: _____
 Annual agreement dollar amount: _____ Email Address: _____
 Brief Description of agreement/Contract work or services provided: _____

Model Contract (#TBD)
with
[Insert Company Name]
for
Car Rental Services

This Contract [Insert MA Number] for Car Rental Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and [Insert Contractor Name], with a place of business at [Insert Contractor Address] (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Car Rental Services under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for Car Rental Services as set forth herein, and Contractor represented that it is qualified to provide Car Rental Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Car Rental Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not

limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the

performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provisions:** Contractor will need to comply with the following insurance requirements if making the deliveries to the County of Orange. No insurance is required if a common carrier makes deliveries to the County of Orange.

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

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain

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

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

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

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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

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

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

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

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

The Commercial General Liability policy shall contain a severability of interest's clause, also known as a "separation of insured's" clause (standard in the ISO CG 001 policy).

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

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

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that

currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. 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.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those

special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from 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 continue for two (2) years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or

rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

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. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.
19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as

supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

23. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Name:
 Address:
 City, State, Zip Code
 Attn:
 Ph:
 Email:

Assigned DPA: County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Yvette Torres, Supervising PCS
 Ph: 714-568-5891
 Email: ytorres@ocsd.org

25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
26. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. Federal Grant Funds: The following shall apply to purchases made through the expenditure of

Federal Grant Funds by the Orange County Sheriff's Department:

- a. Clean Air Act and the Federal Water Pollution Control Act, as amended: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- b. Energy Policy and Conservation Act Provision: Contractor shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- c. Certifications: Federal Grant Funds: Contractor is informed and understands that this Contract is being partially funded by Federal Grant Funds. Contractor agrees to the following in relation to executing this Contract.
 - i. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
 - ii. Contractor will comply, with all requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable
 - iii. Contractor will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable
 - iv. Contractor will comply, with all requirements of Sections 103 and 107 of the Contractor Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.”

-Signature Page to Follow-

Model Signature Page

The Parties hereto have executed this Contract# (TBD) for Car Rental Services on the dates shown opposite their respective signatures below

Contractor*:

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*:

By: _____ Title: _____

Print Name: _____ Date: _____

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

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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

ATTACHMENT A

Scope of Work

Contractor shall:

- 1.01 Keep rental information and records arising under this contract confidential.
- 1.02 Provide a minimum of 10 mid-full size cars; minimum of 7 minivans, minimum of 10 Sports Utility Vehicles/Crossovers, and minimum of 5 (extended full cab) trucks for each authorized detail/department requesting vehicles, as more specifically identified in Attachment B, "Pricing," below.
- 1.03 All vehicles must be of newer model with low mileage (5,000 miles or less), 6-8 cylinder engines (or 4 cylinder fuel injected engines upon prior approval by the County's requesting detail/department of the makes and models), front and back air conditioning, power windows, power door locks and AM/FM radio with tinted windows all around.
- 1.04 Contractor's fleet must have sufficient vehicles such that if any vehicle rented under this contract becomes disabled it may be immediately replaced with a comparable vehicles that meets the specifications defined above. Contractor shall have a location within 5 mile radius of the Santa Ana Civic Center in order to meet the County's emergency needs for replacement vehicles.
- 1.05 Contractors fleet must have sufficient vehicles to allow for immediate and unlimited exchange of vehicles as requested by County. The County shall be able to exchange each vehicle rented under this contract for a comparable vehicle that meets the specifications defined above for minimum of three (3) times per month (excluding exchanges made for mechanical/body damage and/or problems). Once a vehicle reaches 20,000 driven miles by the County it shall be exchanged.
- 1.06 Rental rates shall include all scheduled and unscheduled maintenance and repairs including but not limited to brakes repair/replacements and tire replacements.
- 1.07 Contractor shall provide emergency roadside assistance for disabled vehicles. This shall include vendor delivered replacement vehicles (or allow driver to respond to nearest rental location for a replacement vehicle) to location of disabled vehicle within a one (1) hour period if the vehicle becomes disabled during normal working hours defined as Monday through Friday 8:00 a.m. to 5:00 p.m. or within one (1) hour of the start of business the next business day in the event the vehicle becomes disabled when the business is closed.
- 1.08 Vehicles shall be in good mechanical and body condition, including but not limited to all side/rear mirrors affixed, doors and windows working, radio/cigarette lighter working and dash board gauges operational.
- 1.09 Each vehicle provided by Contractor shall include a tire jack that is in good working order and spare tires in good condition.
- 1.10 All vehicles shall meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for use on highways in the State of California.

1.11 Contractor shall offer unlimited free mileage for all vehicle rentals under this contract.

2. AVAILABILITY OF VEHICLES:

Contractor shall guarantee availability of vehicles under this contract. Failure to provide the exact items requested within four (4) days of initial request is grounds for cancellation of the Contract pursuant to the general terms and conditions of this Contract, paragraph K.

3. DAMAGE TO VEHICLES

The County shall be responsible for all damages to Contractor's vehicle and any other liability directly caused by a County employee while in possession of the vehicle under this Contract.

Contractor shall be responsible for all incidental damages to vehicles while in County's possession under this Contract up to \$1,000. Incidental damages shall include, but are not limited to, scratches on the vehicles, broken windshields and minor dents not directly caused by a County employee.

Contractor shall be responsible for all damages directly caused by a third-party and shall be responsible for seeking reimbursement from the third-party or his/her insurer for those damages.

Contractor may seek reimbursement from County for damages as specified above by filing a "Claim for Money or Damages" (see Attachment C, Claim for Money or Damages Against The County of Orange) with the Orange County Clerk of the Board of Supervisors.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Car Rental Services as set forth in Attachment A, "Scope of Work".

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

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

All Car brands/models listed below shall be of current or newer models.

Sedans:		
Item No.	Manufacture/Model	Monthly Rate per Vehicle*
1	Buick LaCrosse	
2	Buick Regal	
3	Buick Verano	
4	Chevrolet Camaro	
5	Chevrolet Cruze	
6	Chevrolet SS	
7	Chevrolet Impala	
8	Chevrolet Malibu	
9	Chrysler 200	
10	Chrysler 300	
11	Dodge Avenger	
12	Dodge Challenger	
13	Dodge Charger	
14	Ford Fusion	
15	Ford Mustang (hard top and convertible)	
16	Ford Taurus	
17	Honda Civic (hybrid)	
18	Honda CR-V	
19	Honda Pilot	
20	Hyundai Sonata	
21	Hyundai Azera	

22	Infiniti G35	
23	Kia Optima	
24	Kia Cadenza	
25	Mazda 6	
26	Mercury Milan	
27	Mitsubishi Galant	
28	Nissan Altima	
29	Nissan Maxima	
30	Nissan Versa	
31	Toyota Avalon	
32	Toyota Camry	
33	Toyota Prius (hybrid)	
34	Toyota Venza	
Sports Utility Vehicles/Crossovers		
35	Buick Encore	
36	Buick Enclave	
37	Chevrolet Equinox	
38	Chevrolet Suburban	
39	Chevrolet Tahoe	
40	Chevrolet Traverse	
41	Chrysler Aspen	
42	Dodge Durango	
43	Dodge Journey	
44	Dodge Nitro	
45	Ford Edge	
46	Ford Escape	
47	Ford Expedition	
48	Ford Explorer	
49	Ford Flex	
50	GMC Acadia	
51	GMC Terrain	
52	GMC Yukon	
53	GMC Yukon XL	
54	Hyundai Tucson	
55	Hyundai Santa Fe	
56	Kia Borrego	
57	Kia Sorento	
58	Kia Sportage	
59	Mazda CX-5	
60	Mazda CX-7	
61	Mazda CX-9	

62	Nissan Armada	
63	Nissan Murano	
64	Nissan Pathfinder	
65	Nissan Rouge	
66	Nissan Xterra	
67	Jeep Grand Cherokee	
68	Jeep Compass	
69	Jeep Patriot	
70	Jeep Renegade	
71	Toyota FJ Cruiser	
72	Toyota Highlander	
73	Toyota RAV4	
74	Toyota 4-Runner	
75	Toyota Sequoia	
Minivans		
76	Chrysler Town & Country	
77	Dodge Grand Caravan	
78	Ford Transit	
79	Honda Odyssey	
80	Kia Sedona	
81	Mazda 5	
82	Ram Cargo Van	
83	Nissan Quest S	
84	Toyota Sienna	
TRUCKS		
85	Chevrolet Colorado	
86	Chevrolet Silverado	
87	Dodge Dakota	
88	Dodge Ram 1500	
89	Ford F-150, 4-Door	
90	GMC Canyon	
91	GMC Sierra	
92	Nissan Frontier (Crew Cab)	
93	Nissan Titan	
94	Toyota Tundra	
95	Toyota Tacoma	

*Quoted monthly pricing shall be subject to Orange County sales tax of 7.75% or Santa Ana tax rate of 9.25%

In addition, please quote on the following:

24ft. Box Truck with liftgate \$ _____ per day plus tax (100 miles per day and 500 miles per week, additional miles at \$ _____ per mile. (Box Truck with side door, next day pick-up)

Rental shall be on a month-to-month basis.

Daily Rate (less than one month): The daily rate for any of the above listed cares shall be prorated; rate per month divided by 30 days.

Itemize any additional charges that would be invoiced in addition to monthly/weekly rate:

List all locations/facilities where services and vehicles shall be available:

Confidentiality: Contractor agrees to maintain the confidentiality of its records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter amended or charges. All records and information concerning any and all persons referred to the Contractor by the County shall be considered confidential and kept confidential by the Contractor and the Contractor’s staff, agents and employees.

Contract shall not exceed \$ (to be added at time of award)/2 years

- 3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
- 4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- 5. Contractor’s Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- 6. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

Payments made by the County shall not preclude the right of the County from thereafter disputing

any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor’s name and address
 - b. Contractor’s remittance address, if different from 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department’s Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department SouthWest 11 Journey Aliso Viejo, CA 92656 Attn: Robin Scruggs Ph: 949-425-1959	Sheriff-Coroner Department Professional Standards 320 N. Flower Street Santa Ana, CA 92703 Attn: Josie McMurray Ph: 714-834-5110	Sheriff-Coroner Department North Patrol 550 N. Flower Street Santa Ana, CA 92703 Attn: Candi Aubuchon Ph: 714-647-1850
Sheriff-Coroner Department Court Operations 909 N. Main Street, Suite 2 Santa Ana, CA 92701 Attn: Latha Sharschandra Ph: 714-569-3777	Sheriff-Coroner Department Theo Lacy Facility 501 The City Drive South Orange, CA 92868 Attn: Rowena Famisan Ph: 714-935-7017	Sheriff-Coroner Department TAT 550 N. Flower Street Santa Ana, CA 92703 Attn: Stephanie Beyer Ph: 714-647-7875
Sheriff-Coroner Department Information Services 320 N. Flower Street, 3 rd Floor Santa Ana, CA 92703 Attn: Bonnie Blackburn Ph: 714-834-3184	Sheriff-Coroner Department Investigations 550 N. Flower Street Santa Ana, CA 92703 Attn: Tracy Harvell Ph: 714-647-7056	Sheriff-Coroner Department San Clemente Police Svcs. 100 Avenida Presidio San Clemente, CA 92672 Attn: Stephanie Jones Ph: 949-261-8352
Sheriff-Coroner Department SouthEast Operations 20202 Windrow Drive Lake Forest, CA 92630 Attn: Chelsea Van De Kreeke Ph: 949-206-6103	Sheriff-Coroner Department Investigations 550 N. Flower Street Santa Ana, CA 92703 Attn: Tami Kiltz Ph: 714-668-4403	

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

CLAIM FOR MONEY OR DAMAGES AGAINST THE COUNTY OF ORANGE



**CLAIM FOR MONEY OR DAMAGES
AGAINST THE COUNTY OF ORANGE**
(Pursuant to Govt. Code section 910 et seq.)

Received by _____ via:

- Mail
- Over the Counter
- Pony Mail
- Other ***** COB USE ONLY*****

Completed and signed forms must be mailed or delivered to: Clerk of the Board of Supervisors
(Unsigned claim forms cannot be processed) 333 W. Santa Ana Blvd., Suite 465
Santa Ana, CA 92701

CLAIMANT INFORMATION

1. Claimant's Name: _____ 2. Date of Birth: _____

3. Claimant's Address: _____
Street (or P.O. Box) City State Zip Code

4. Phone Number: _____
Home Work Other

5. Name and address where correspondence should be sent (if different from above):

Name Street (or P.O. Box) City State Zip Code

CLAIM INFORMATION

6. Exact date (including year) of the occurrence or transaction which gave rise to the claim asserted: _____

7. Exact location of the occurrence or transaction which gave rise to the claim asserted:

8. Describe the circumstances of the occurrence or transaction which you claim caused the damage/injury/loss: _____

9. Jail Booking Number: _____ Police Agency/Report Number: _____

10. Provide a description of the damage/injury/loss incurred so far as is known as of the time of this claim: _____

- 11. Name(s) of County employee(s) causing damage/injury/loss, if known: _____

- 12. License number of County vehicle (if applicable): _____
- 13. Name, address and phone number of any and all witnesses known: _____

- 14. Any additional information that may assist us in evaluating your claim: _____

DAMAGES CLAIMED

- 15. a. If the amount claimed is less than \$10,000:
 Amount claimed to present: \$ _____
 Estimated amount of any prospective damage/injury/loss: \$ _____
TOTAL AMOUNT CLAIMED: \$ _____
- b. If the amount claimed exceeds \$10,000, would the case be a limited civil case (\$25,000 or less)?
 Yes _____ No _____
- c. Basis of computation of the amount of damages (Please attach any estimates and/or receipts): _____

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM

Section 72 of the Penal Code states: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or district board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is punishable either by imprisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand dollars (\$1,000), or by both such imprisonment or fine, or by imprisonment in the state prison, by a fine of not exceeding ten thousand dollars (\$10,000), or by both such imprisonment and fine."

I declare under penalty of perjury that the foregoing is true and correct.

Signed this _____ day of _____ 20__ at _____

Signature of Claimant or Claimant's Representative

You Must Present Your Claim Within The Time Prescribed By Govt. Code Section 911.2

Exhibit I

Bidder Certification, Contractor Performance Evaluation Form and Verification Process

1. Conflict of Interest

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

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

(Signature required)

OR

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

(Signature required)

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

2. Litigation

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

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

(Signature required)

OR

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

(Signature required)

3. Name/Ownership Changes

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

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

(Signature required)

OR

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

(Signature required)

Question and Answers for Bid #060-C021620-YT - CAR RENTAL SERVICES

Overall Bid Questions

There are no questions associated with this bid.