

Solicitation IFB-017-2326204-SC

COVID-19 TEST KITS

Bid Designation: Public



County of Orange

Bid IFB-017-2326204-SC COVID-19 TEST KITS

Bid Number **IFB-017-2326204-SC**
Bid Title **COVID-19 TEST KITS**

Bid Start Date **Oct 27, 2022 7:34:10 PM PDT**
Bid End Date **Nov 17, 2022 2:00:00 PM PST**
Question & Answer End Date **Nov 7, 2022 2:00:00 PM PST**

Bid Contact **Sharmila Chadrasekharan**
Administrative Manager I

Bid Contact **Lara L Seto**
Administrative Manager I

Contract Duration **5 years**
Contract Renewal **Not Applicable**
Prices Good for **365 days**

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.**

Bid Comments **THE COUNTY OF ORANGE IS SOLICITING BIDS (IFB) FROM QUALIFIED CONTRACTORS TO PROVIDE COVID-19 TEST KITS.**

PLEASE THOROUGHLY REVIEW THE BID INSTRUCTIONS AND MODEL CONTRACT PRIOR TO SUBMITTING ANY QUESTIONS. ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED THROUGH THE PERISCOPEHOLDINGS.COM WEBSITE.

IT IS THE BIDDER'S RESPONSIBILITY TO CHECK BACK FREQUENTLY FOR ANY ADDENDA AND/OR OTHER INFORMATION.

*******IMPORTANT DATES*******

NOVEMBER 7, 2022 @ 2:00 PM (PT) - LAST DAY TO POST QUESTIONS

NOVEMBER 17, 2022 @ 2:00 PM (PT) - BIDS ARE DUE

IF YOU NEED TECHNICAL ASSISTANCE, PLEASE CONTACT PERISCOPE HOLDINGS VENDOR SUPPORT AT 800-990-9339, OPTION #1.

Item Response Form

Item **IFB-017-2326204-SC--01-01 - BINAXNOW COVID-19 AG CARD (40 CT)**
Quantity **1 each**

Unit Price

Delivery Location **County of Orange**
No Location Specified

Qty 1

Description

BINAXNOW COVID-19 AG CARD (40 CT)

Item **IFB-017-2326204-SC--01-02 - BINAXNOW COVID-19 AG CONTROL KIT (10 Positive)**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**
No Location Specified

Qty 1

Description

BINAXNOW COVID-19 AG CONTROL KIT (10 POSITIVE)



COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE
INVITATION FOR BID (IFB) NO. 017-2326204-SC
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GENERAL INFORMATION, INSTRUCTIONS AND REQUIREMENTS

The **County of Orange**, County Procurement Office, (hereinafter referred to as “County”) is requesting competitive bids from qualified firms (hereinafter referred to as “Bidder”) for Covid-19 Test Kits. The awarded Contract, (hereinafter referred to as “Contract”) will be between the County and awarded Bidder, (hereinafter referred to as “Contractor”) in accordance with the model contract terms, conditions and scope of work. This is a fully electronic solicitation – only electronic bids submitted through Periscope Holdings will be allowed; no other form of bid submittals will be accepted. Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the model contract and any solicitation attachments and/or exhibits.

I. GENERAL INFORMATION

A. IMPORTANT NOTICE: The County has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Purchasing Agency (“DPA”) via the County’s online bid system at: <https://www.periscopeholdings.com> under the bid page for this solicitation.

B. COMMUNICATION: Bidders are not to contact other County personnel with any questions or clarifications concerning this Invitation for Bid (IFB). County will provide all official communication concerning this IFB. Any County response relevant to this IFB other than through or approved by County is unauthorized and will be considered invalid.

All questions regarding this IFB must be submitted via <https://www.periscopeholdings.com>.

C. CLARIFICATION/INTERPRETATION: If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued, and the information will be posted on County’s online bid system at: <https://www.periscopeholdings.com>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the County DPA. All addenda will be submitted and posted on Periscope Holdings. It is the responsibility of each Bidder to periodically check the County’s on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

All questions or requests for interpretation must be received by the time and date specified in the IFB notice.

D. BID VALIDITY: Bids will be valid for a period of 365 days after IFB closing date.

E. BUSINESS HOURS: County regular business hours of operations is Monday through Friday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. (PT). The County will be closed on the following County Holidays this year:

January 17, 2022

February 12, 2022

February 21, 2022

May 30, 2022

July 4, 2022

September 5, 2022



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October 10, 2022

November 11, 2022

November 24, 2022

November 25, 2022

December 26, 2022

F. IMPORTANT DATES: These dates only apply to **IFB #017-2326204-SC**

1. **Questions and Answers Session Ends:** **Monday, November 7, 2022 at 2:00 pm (PT)**
2. **Bid Due Date:** **Thursday, November 17, 2022 at 2:00 pm (PT)**

G. LOBBYISTS: County of Orange does not require and neither encourages or discourages the use of lobbyists or other consultants for the purpose of securing business. The County will be closed on the following County Holidays this year:

II. GENERAL INSTRUCTIONS

A. REVIEW: Before submitting a bid, Bidders shall carefully review the Bid Instructions and examine the solicitation contents, including the Model Contract Terms, Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract. The Model Contract contained in this solicitation is the Contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit Contract for execution.

B. CONTENT: This document consists of the following:

1. Section I - General Information
2. Section II - General Instructions
3. Section III - W-9 Requirements
4. Section IV – OCLSB/DVBE - (If applicable) Submit County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference

C. RESPONSIVENESS: Responsive bids shall include the following completed submittals/attachments:

1. Signature Page
2. Company Profile
3. References
4. Online Pricing Submission
5. OCLSB/DVBE - (If applicable) Submit County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Certification Requirement
6. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Form) – (If applicable)
7. Bidder Certification
8. Minimum Qualifications



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- D. BID SUBMISSION:** It is recommended that bidders visit the County’s website <http://olb.ocgov.com/bids> on a regular basis for any updates to the bid.

All required sections of the Bid as listed above (Section II, C) must be submitted via County’s secure online bidding system, Periscope Holdings. Bidder is solely responsible for “on time” submission of their electronic bid. Bidder should allow sufficient time to upload all required files. Files will not upload successfully on Periscope Holdings if the upload is not completed before the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 1:58:38 P.M. and Part 3 is in progress of being uploaded at 2:00:01 P.M., Part 3 will not upload successfully, and Bidder will not have submitted a bid “on time”. County will only receive those bids that were transmitted successfully. No exceptions shall be made.

Note: Electronic Bids cannot be viewed by County until after the Bid deadline. If Bidder encounters any problems with registration, system, bid submission, or other system issues please contact Periscope Holdings support staff at (800) 990-9339 or via email at S2G@periscopeholdings.com.

- E. AWARD:** Upon recommendation of Contract award, Contractor will be required to submit the following documents within ten (10) days of County notification, unless otherwise specified in the solicitation:

1. **Insurance:** Certificate(s) of Insurance, including additional Insured Endorsement(s); refer to Model Contract, Article O-Insurance
2. **W-9 Form:** Current signed W-9 (Taxpayer ID No & Certification), which includes Contractor’s Legal Business Name(s). Out of State Vendors may be required to submit a 587/590 Form.

F. PRICING:

1. **BID PRICES:** The bid prices quoted on this solicitation shall be firm for the entire contract term of the awarded Contract.
2. **PERISCOPE HOLDINGS:** Bidder shall utilize Periscope Holdings to provide all-inclusive, firm fixed pricing, in accordance with the requirements of the Model Contract for entire term of the Contract. The bid price(s) shall be all inclusive of all fees needed to provide the requested services as listed in Attachment A – Scope of Services of the Model Contract for the entire contract term. No additional compensation will be allowed.
3. **ADDENDA:** Bid prices offered shall reflect all addenda issued by County.
4. **SCOPE OF WORK:** Bids shall be submitted only for the items and/or services as stated in the Scope of Work, Attachment A of Model Contract; bids for other than the items and/or services listed will not be considered.
5. **FIRM PRICES:** The County will only consider firm price bids.
6. **PROFIT:** The net amount of profit will remain firm for the entire term of the Contract. Contract adjustments which increases Contractor’s profit will not be allowed.
7. **PRICE DECREASES:** All price/rate decreases will automatically be extended to the County. Please reference Article 38– Price Increase/Decrease for additional information.
8. **ACCEPTANCE:** Bids must be provided for each item separately, “**all-or-none**” bids will not be accepted unless in the best interest of the County.



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G. NO SUBSTITUTIONS: The bidder is required to meet all specifications and requirements contained in this solicitation. No substitutions will be accepted, unless prior County written approval is received.

H. DISCREPANCIES: Bidder shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.

I. BID EXPENSES: The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:

1. Preparing bid response to this IFB.
2. Submitting that bid to the County.
3. Negotiating with the County any matter related to the bid; and,
4. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.

J. PROTESTS: In the event a Bidder believes that County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Bidder believes that any resulting Contract would be commercially impractical to perform, the Bidder must file a written protest with the County DPA.

1. PROCEDURE

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

- a. The name, address and telephone number of the protester.
- b. The signature of the protester or the protester's representative.
- c. The solicitation or contract number.
- d. A detailed statement of the legal and/or factual grounds for the protest; and
- e. The form of relief requested.

2. PROTEST OF BID/PROPOSAL SPECIFICATIONS:

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

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

3. PROTEST OF AWARD OF CONTRACT:



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

a. Protest Process

- i.** In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the County DPA, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- ii.** Upon receipt of a timely protest, the County DPA 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.
- iii.** The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- iv.** If the protester disagrees with the decision of the County DPA, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

b. Appeal Process

- i.** If the protester wishes to appeal the decision of the County DPA, the protester must submit, within three (3) business days from receipt of the County DPA's decision, a written appeal to:

County Procurement Office
 Office of the County Purchasing Agent
 400 West Civic Center Drive, 5th Floor
 Santa Ana, CA 92702
- ii.** Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- iii.** The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

K. ACCEPTANCE/REJECTION/AWARD

- 1.** Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- 2.** The lowest responsive, responsible Bidder will be recommended for contract award.
- 3.** Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.



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4. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
 5. Please take notice, non-acceptance of the County of Orange terms and conditions, incorporated in model contract, may deem a bid non-responsive. County will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.
 6. Final award determination shall be based upon the lowest responsive, responsible bid, and may also include a review of successful Bidder's qualifications, experience, and resources; Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions. In addition, County reserves the right to verify and validate any information prior to Contract Award and during the entire term of the Contract.
 7. By submitting a response to this solicitation, Bidders agree to accept the decision of the County DPA as final.
 8. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.
- L. RIGHTS RESERVED TO COUNTY:** The County reserves the right to:
1. Waive, at its discretion, any irregularity or informality, which County deems correctable or otherwise not warranting rejection of the bid.
 2. County reserves the right, at its sole discretion, to make multiple awards to Bidders for services requested in this solicitation.
 3. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require.
 4. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County.
 5. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation.
 6. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the County.
- M. JOINT BIDS:** Where two (2) or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.
- N. UNFAIR PRACTICES AND OTHER LAWS:** Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.
- O. INDEPENDENCE OF BID:** By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.



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- P. BIDDER ADVISORY:** The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.
- Q. AMERICANS WITH DISABILITY ACT (ADA):** To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.
- R. DUNS NUMBER:** The County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. *If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.*

III. W-9 REQUIREMENTS

- A. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENT:** Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.
- 1.** In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

IV. COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE

- A.** Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

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

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



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V. DISABLE VETERAN BUSINESS ENTERPRISE (DVBE)

- A. DVBE:** Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

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

1. Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
2. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB please read and follow the process outlined on **EXHIBIT I – OCLSB/DVBE County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference.**



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-XXXX
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
CONTRACTOR'S NAME
FOR
COVID-19 TEST KITS

This Contract **RCA-017-XXX** for Covid-19 Test Kits (“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, (“County”) and Contractor’s Name, with a place of business at Contractor’s Address (“Contractor”) with County and Contractor sometimes referred to individually as (“Party”) or collectively as (“Parties”).

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Pricing and Compensation

Attachment C – Fees/Charges

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Covid-19 Test Kits under a usage Contract; and,

WHEREAS, County solicited Contract for Covid-19 Test Kits as set forth herein, and Contractor represented that it is qualified to provide Covid-19 Test Kits to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Covid-19 Test Kits 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 Pricing and Compensation, 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 services have actually been rendered, inspected, and tested to the satisfaction of County, and 2) payment shall be made 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 Article "Z" below, and as more fully described in Article "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 Article "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 obligations.
- L. **CONSENT TO BREACH NOT WAIVER:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **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 PROVISION:** 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 0012, CA 00 20, or a substitute form providing coverage at least 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, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* 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, agents and employees when acting within the scope of their appointment or employment.

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

The Commercial General Liability policy shall contain a "Severability of Interests" clause also known as a "Separation of Insureds" clause (standard in the ISO CG 0001 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/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com.

Insurance certificates should state:

County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701

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 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.

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

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

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

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

- R. **FORCE MAJEURE:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **CONFIDENTIALITY:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "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 (F.O.B. DESTINATION):** 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 affect the purpose of the parties and this Contract.
- Y. **EMPLOYEE ELIGIBILITY VERIFICATION:** 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 PROVISIONS:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County 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.

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

ADDITIONAL TERMS AND CONDITIONS:

1. **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which the County will procure goods/services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **TERM OF CONTRACT:** The initial term of this Contract shall become effective TBD and shall continue for five (5) calendar years, unless otherwise terminated by County.
3. **AMERICANS WITH DISABILITIES ACT (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
4. **AUTHORIZATION WARRANTY:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority
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 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 WORK HOURS AND SAFETY STANDARDS:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
 10. **CONTRACTOR PERSONNEL REFERENCE CHECK:** 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'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 DPA.
 13. **CONDITIONS AFFECTING WORK:** 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.
 14. **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
 15. **DATA – TITLE TO:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
 16. **DEBARMENT:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

17. **DEFAULT:** In case of default by Contractor, the County of Orange may procure the 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. **DELIVERY LOCATION – NO LOADING DOCK:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
19. **COUNTY OF ORANGE DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance with County of Orange Disable Veteran Business Enterprise Preference requirements at the time this Contract is executed.
20. **DISPUTES – CONTRACT:**
- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

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

21. **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:
- a. 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).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;

- ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
- i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d. 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:
- i. The Contractor has made false certification, or
 - ii. The Contractor violates the certification by failing to carry out the requirements as noted above.
22. **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
26. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

27. **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
28. **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.
29. **LOBBYING:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
30. **NEWS/INFORMATION RELEASE:** 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.
31. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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: Contractor's Name
 Attn: Contact/Project Manager
 Contractor's Address
 Contractor's City, ST, Zip
 Phone: (XXX) XXX-XXXX
 Email: TBD@domain

For County: County of Orange
 County Procurement Office
 Attn: TBD, Deputy Purchasing Agent
 400 West Civic Center Drive, 5th Floor
 Santa Ana, CA 92701

Phone: (714) XXX-XXXX

Email: TBD@ocgov.com

32. **ORDER DATES:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
33. **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
34. **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.
35. **PROJECT MANAGER, COUNTY:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.
- The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
39. **PROJECT MANAGER AND KEY PERSONNEL, CONTRACTOR:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.
- The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
40. **REGIONAL COOPERATIVE CONTRACT:** The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to 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. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. 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 County of Orange departments and governmental 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.

41. **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.

42. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
43. **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.
44. **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.
45. **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.
46. **WAIVERS - CONTRACT:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
47. **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.

48. **CONTRACTOR SCREENING:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
 - b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
 - c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
49. **CALIFORNIA PUBLIC RECORDS ACT:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
50. **PROMOTIONAL/ADVERTISEMENT:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, display or press releases ,without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's product or services.

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR’S NAME*

Print Name Title

Signature Date

Print Name Title

Signature Date

County of Orange, a political subdivision of the State of California

Print Name Title

Signature Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) 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 signator to bind the corporation.*

ATTACHMENT A SCOPE OF WORK

I. GENERAL INFORMATION

The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide Covid-19 test kits for Covid-19 emergency preparedness to various County facilities located throughout the County of Orange on an as needed basis and usage is not guaranteed. Facility locations may be added modified or deleted as needed.

County Departments may have different hours of operations, but all non-urgent services shall be done within regular business hours. Contractor is required to provide Covid-19 test kits upon request by any County of Orange Department and any other participating government entity.

II. MINIMUM QUALIFICATION

All COVID-19 test kits shall be approved by the U.S. Food and Drug Administration (FDA) or be covered under an Emergency Use Authorization (EUA). All Labeling on the packaging and/or inserts must also state this.

Failure to meet these minimum qualifications will result in a Bid being found non-responsive and eliminated from consideration.

III. PRODUCT SPECIFICATIONS

- A. BinaxNOW Ag Card Rapid Antigen Test is a rapid qualitative point of care test that detects SARS-CoV-2 directly from nasal swab specimens within 15 minutes.
- B. During the duration of the emergency, this test can be performed in a patient care setting that is operating under a CLIA Waiver, Certificate of Compliance, or Certificate of Accreditation.
- C. Results are for the identification of nucleocapsid antigens of SARS-CoV-2.
- D. The BinaxNOW™ Ag Card Covid-19 test is intended for use by medical professionals and laboratory personnel trained to perform the test.
- E. Anterior (nare) nasal swab for superior specimen collection and patient comfort.
- F. Each kit contains 40 test cards, nasal swabs, positive control swab, blank nasal swab for negative control, product insert, procedure card, and healthcare provider and patient COVID-19 fact sheets.
- G. Storage: USP Controlled Room Temperature
- H. Test type: Rapid Antigen Detection
- I. Product Packaging: 1 Kit – 40 tests.

IV. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall possess all Federal, State and Local permits, licenses and approvals necessary to provide goods required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor
- B. Contractor shall perform all work in accordance with industry standards and California State Health and Safety Codes.
- C. Contractor shall provide a dedicated account manager/sales representative and/or inside customer service representative knowledgeable of the Contract products, to efficiently answer all County questions/inquiries. Contractor account manager/sales representative shall be

available during regular business hours to assist County with placement of orders, follow-ups and any other areas requiring assistance within the realm of their responsibility.

- D. Contractor shall itemize all applicable Federal and State taxes, as well as any other applicable taxes/fees as separate line items when invoicing. No self-imposed fees shall be accepted.
- E. Contractor shall make delivery arrangements directly with the requesting Department at the location specified on the order. Deliveries are expected to be made in full. Approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the department placing the order. Partial deliveries without approval may not be accepted and any charges incurred shall be the responsibility of the Contractor.
- F. Contractor shall notify respective ordering County Department of any order or delivery delays on requested items at the time of order is placed or as soon it is known.
- G. If Contractor is unable to supply requested commodities within the designated time, due to factory delay, strike or any unforeseen circumstances, the Contractor must notify the County of the delay and provide anticipated delivery date.
- H. Contractor shall bill for items as per Attachment C – Fees/Charges.
- I. There are numerous locations that require delivery throughout the County, Contractor shall make delivery arrangements directly with the County Department at the location specified on the order.
- J. Contractor shall be able to provide an order or packing slip with all deliveries
- K. No material adjustments may be made to the Scope of Work without express prior written consent of County via an amendment. Non-material adjustments may be made to the Scope of Work with the express prior written consent of County assigned DPA.
- L. Contractor is required to provide deliveries regular hours, after hours, weekends and holidays.

V. COUNTY RESPONSIBILITIES

- A. County Departments shall be responsible for creating their own subordinate contracts against this RCA.
- B. Delivery, each Subordinate Contract against this RCA will establish their location delivery and billing addresses directly with the Contractor.
- C. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- D. County Departments shall ensure Contractor has necessary access to service locations and facilities.
- E. County reserves right to reduce quantity or cancel order for items not already in transit.

VI. USAGE

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

VII. MISCELLANEOUS CLAUSE

Contractor shall provide a quote for items not listed under Attachment A.

Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide County Department with quote and process order once the County Department has authorized the order in writing. County Department will ensure all County policies and procedures are followed for commodity threshold purchases.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self imposed fees and

any other costs necessary to provide the item/s requested. In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically on this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

- A. County Department shall contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.
- B. County Department shall obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.
- C. Contractor shall include all charges in the quote, including but not limited to; miscellaneous item fee, shipping fee, rush charges (if applicable) and shipping charges.
- D. If the County Department finds the quote satisfactory, the County will sign the quote and email back to the Contractor to authorize the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by the County, in their possession.
- E. Contractor shall attach with the invoice a copy of the matching quote with the County Department signature.
- F. The County Department shall certify on the invoice that the prices are per the signed quote.

ATTACHMENT B
PRICING AND COMPENSATION

- I. COMPENSATION:** This is a fixed fee Contract between the County and Contractor for Covid-19 test kits as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration 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 County shall have no obligation to pay any sum in excess of total Contract amount specified below unless authorized by Amendment.

Prices set forth shall be firm for the term of the Contract.

- II. PAYMENT TERMS:** Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County. Invoices will be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

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

Payments made by County shall not preclude the right of 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.

- III. INVOICE INSTRUCTIONS:** Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from (a), above
- C. Name of County department
- D. Contract number must be referenced on all invoices
- E. Delivery/service address
- F. Service date(s) – Month of Service
- G. Product/service description, quantity and prices
- H. Sales tax, if applicable
- I. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- J. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

***Please send invoices according to the instructions by each Department.**

- IV. 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.

- V. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to request such adjustment. Any price increases require prior written approval by the County. 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.
- VI. **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.
- VII. **ELECTRONIC FUNDS TRANSFER:** 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 made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
FEES/CHARGES

SIN #	ITEM #	PRODUCT NAME	PRICE PER UNIT
555-8	195-000	BinaxNOW Covid-19 Ag Card (40 CT)	\$
555-8	195-080	BinaxNOW Covid-19 Ag Control Kit (10 Positive)	\$

Signature Page

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

Date: Company Name:

* Authorized Signature Print Name Title

* Authorized Signature Print Name Title

OR

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

Reason(s): aaa

Date: Company Name:

* Authorized Signature Print Name Title

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

The first corporate officer signature must be one of the following:1) the Chairman of the Board; 2) the President; 3) any Vice President.

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

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

RETURN THIS SHEET WITH YOUR RESPONSE

COMPANY PROFILE

(Complete this form and submit with your bid/proposal)

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Business Address:

Website Address:

Telephone Number: Facsimile Number:

Email Address:

Length of time the firm has been in business: Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes No If yes, State of Incorporation:

Federal Taxpayer ID Number D-U-N-S #

****County requires a valid D-U-N-S® number prior to Contract Award. If needed, Respondent may obtain one at no cost at www.dnb.com. If Respondent is unable to provide/obtain a D-U-N-S® number, please indicate so in the proposal response.***

Regular business hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number: Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number: Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number: Facsimile Number:

Email Website Address:

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

Name of contact during non-business hours:

Telephone Number: Cell or Pager Number:

Email Address:

EXHIBIT B References

All Bidders must provide a minimum of three (3) *Letters of Reference*. The references 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:

1. Conflict of Interest

Respondent/Bidder must certify either a or b 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 a. 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

Respondent/Bidder must certify either a or b by signing below:

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

(Signature required)

OR

- b. 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 a or b 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)

CERTIFICATION REGARDING DEBARMENT, SUPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FORM)

"(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

- (i) The Offeror and / or any of its Principals
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency:
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of, any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision.
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default."

Signature (1)*

Name (Please Print)

Title

Date

Signature (2)*

Name (Please Print)

Title

Date

Company Name

Contract Number

* Two Signatures required if a corporation

County of Orange Local Small Business (OCLSB) Preference and Disabled Veteran Business Enterprise (DVBE) Certification Requirements

- 1) To participate as an OCLSB the following requirements must be met:
 - a. A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b. Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at [OCLSBverify.com](https://oclsbverify.com), search their legal company/business name in the County's database and print the OCLSB Certification.
 - i. Business name shall match the Company Legal Name specified on the Company Profile.
 - c. OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
 - d. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OCLSB.
- 2) To participate as a DVBE the following requirements must be met:
 - a. A business must be certified with DGS as a DVBE - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b. DVBE Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
 - c. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the DVBE Certification are required and must be returned with the solicitation response in order to compete as a DVBE.
- 3) OCLSB or DVBE Preference provides for the following:
 - a. Invitation for Bid – IFB

When the lowest bidder is not an OCLSB or DVBE, the sole lowest certified OCLSB or DVBE within five percent (5%) of the lowest bidder shall be given the opportunity to price match the lowest bid. To participate in either preference policy, the sole lowest qualified OCLSB or DVBE 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. If two or more OCLSBs or DVBEs have tied bids within the 5%, the County shall request best and final bids from

each OCLSB or DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County’s best interest.

b. Request for Proposal - RFP

An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB or DVBE to obtain the final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs or DVBEs have the same final score, the County shall determine the contract award based on the County’s best interest.

4) Dual OCLSB and DVBE Preference provides for the following:

a. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%. The separate OCLSB/DVBE preferences shall not be applied.

County of Orange Local Small Business (OCLSB) and/or Disabled Veteran Business Enterprise (DVBE) Affirmation

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

(1) Local Business requirements:

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

(2) Small Business requirements:

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

DVBE Certification Requirements: To be certified as a Disabled Veteran Business Enterprise, a business must meet the following requirements:

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

Please specify one or both preferences that apply to your business by checking below:

- OCLSB
- DVBE

I, certify that _____, (legal company/business name) is certified as an OCLSB and/or DVBE and currently meets the respective Certification Requirements set forth above.

Print Name

Title

Authorized Signature

Date

Please check one or both below:

OCLSB Certificate attached

State of California DVBE Certification attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:

Question and Answers for Bid #IFB-017-2326204-SC - COVID-19 TEST KITS

Overall Bid Questions

Question 1

Can you provide the award pricing per item and winning vendor from the previous bid? Or can you provide the last price paid for and the Vendor? (Submitted: Oct 30, 2022 1:03:10 PM PDT)

Answer

- There were no previous bid solicitations for COVID-19 test kit and no documentation to be provided. (Answered: Nov 2, 2022 10:41:34 AM PDT)

Question 2

Based on previous ordering history and purchase orders, about how often are the Covid-19 Test Kits ordered (Monthly, quarterly or other) and what is an approximate Kit order? (Submitted: Oct 30, 2022 1:04:06 PM PDT)

Answer

- County Procurement Office does not have any contract on COVID-19 test kits. Orders will be placed on an as needed basis. (Answered: Nov 2, 2022 10:41:34 AM PDT)

Question 3

We read that there are 22 Departments. Is this the expected number of Delivery Locations? If not, can you tell us how many delivery locations in total? (Submitted: Oct 30, 2022 1:06:18 PM PDT)

Answer

- Please see Attachment A, Scope of Work, pages 17 of 22 through pages 18 of 22, Section IV. Contractors Responsibilities (Answered: Nov 2, 2022 10:41:34 AM PDT)

Question 4

Are you accepting bids for approved equal brands or solely looking for Binax kits? (Submitted: Oct 31, 2022 8:00:12 AM PDT)

Answer

- Please reference Additional Terms & Conditions, page 14 of 22, #42 "Substitutions (Answered: Nov 2, 2022 10:41:34 AM PDT)

Question 5

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Can we propose other equivalent brands for this? (Submitted: Nov 1, 2022 1:19:06 AM PDT)

Answer

- Please reference Additional Terms & Conditions, page 14 of 22, #42 "Substitutions (Answered: Nov 2, 2022 10:41:34 AM PDT)

Question 6

Will you accept a different brand? We think we can get longer expiration dates with other brands. (Submitted: Nov 1, 2022 7:11:05 AM PDT)

Answer

- Please reference Additional Terms & Conditions, page 14 of 22, #42 - Substitutions (Answered: Nov 2, 2022 10:41:34 AM PDT)

Question 7

Can you provide projected volumes? (Submitted: Nov 2, 2022 6:29:21 AM PDT)

Answer

- This product is on an as needed basis and usage is not guaranteed. (Answered: Nov 3, 2022 8:40:28 AM PDT)

Question 8

Are there any technical requirements or needs? (Submitted: Nov 2, 2022 6:30:21 AM PDT)

Answer

- Please reference Attachment A, Scope of Work, pages 17 through 19 of 22. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 9

Are you accepting other COVID test brands? If so what are your specifications? (Submitted: Nov 2, 2022 6:31:39 AM PDT)

Answer

- Please reference Additional Terms & Conditions, page 14 of 22, #42 - Substitutions (Answered: Nov 3, 2022 8:40:28 AM PDT)

Question 10

Can you clarify what the difference is between the referenced AG CARD and AG CONTROL KIT? (Submitted: Nov 2, 2022 7:46:22 AM PDT)

Answer

- Item 195-000 is the Professional Test Kit that contains Test Cards (40), Extraction Reagent (1), Nasal Swabs (40), Positive Control Swab (1), Negative Control Swab, Product Insert (1) and Procedure Card (1).

Item 195-080 - This product is a control, not the test. This control is to be used with the appropriate Emergency Use Authorization Test Kit. (Answered: Nov 3, 2022 8:40:28 AM PDT)

Question 11

Will you accept a vendor that provides a complete end-to-end digital solution from test validation to medical evaluation to treatment? (Submitted: Nov 2, 2022 7:48:12 AM PDT)

Answer

- Please reference Additional Terms and Conditions, page 14 of 22, #42 - Substitutions. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 12

What population are you looking to test? Employees or surrounding communities? (Submitted: Nov 2, 2022 7:48:58 AM PDT)

Answer

- This is going to be a Countywide Contract and can be used by any of the County Departments for internal and external use. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 13

What protocols are in place should someone test positive? Is there an established pathway to treatment? (Submitted: Nov 2, 2022 7:49:24 AM PDT)

Answer

- This solicitation is for COVID-19 test kits only. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 14

What current programs are available for testing and treatment? (Submitted: Nov 2, 2022 7:50:16 AM PDT)

Answer

- This IFB is for COVID-19 test kits only. Please submit a PRA if you would like information on County Programs. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 15

What issues have been encountered within the current solution/testing program? (Submitted: Nov 2, 2022 7:50:35 AM PDT)

Answer

- We have no documentation at this time period. (Answered: Nov 3, 2022 8:40:28 AM PDT)

- This IFB is for COVID-19 test kits only. Please submit a PRA if you would like information on County Programs. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 16

Under Attachment A, Scope of Work, 1. General Information regarding shipment on an "as needed basis", can you provide clarity on the expectation of order fulfillment? Will test kits be distributed to a commercial facility in bulk and be distributed from there or will the vendor be expected to ship to individual residents? (Submitted: Nov 2, 2022 8:05:50 AM PDT)

Answer

- Please reference page 18 of 22, #VI - Usage and pages 17 through 18 of 22, #IV - Contractor Responsibilities. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 17

Per page 14 of 22, #42 Substitutions, written approval is needed from the county. Can you please provide a Point of Contact for approval? (Submitted: Nov 3, 2022 10:02:35 AM PDT)

Answer

- County review/approval may be considered at the time of solicitation award. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 18

Is there a template you can provide for the Letters of Reference ?

If not, is there specific language or certain elements you want included in the Letters of Reference? (Submitted: Nov 4, 2022 4:59:40 AM PDT)

Answer

- Use attached References Form, under the Documents section of the solicitation. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 19

Can we specify a minimum order quantity? (Submitted: Nov 4, 2022 5:00:25 AM PDT)

Answer

- This product is on "as needed basis" and usage is not guaranteed. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 20

To whom will the test kits be provided? Who is the end user? (Submitted: Nov 4, 2022 5:15:33 AM PDT)

Answer

- This is going to be a Countywide Contract and can be used by any of the County Departments for internal and external use. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 21

Who are the individuals being tested? Is this testing for the general public or for County employees?

How many COVID-19 tests did the County conduct in the past 12 months, by month? (Submitted: Nov 4, 2022 5:28:48 AM PDT)

Answer

- This is going to be a Countywide Contract and can be used by any of the County Departments for internal and external use.

This IFB is for COVID-19 test kits only. Please submit a PRA if you would like information on County Programs. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 22

Who is administering the testing? Is there a separate RFP/RFI for administering the testing, if so please provide the RFP/RFI information. (Submitted: Nov 4, 2022 5:29:54 AM PDT)

Answer

- This IFB is for COVID-19 test kits only.
At this time there is no separate RFP/RFI for administering the testing. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 23

Will the County provide your CLIA-waived certificate or license number to the winning vendor? (Submitted: Nov 4, 2022 6:12:28 AM PDT)

Answer

- Please reference Attachment A, Scope of Work, page 17 of 22, #IV - Contractor Responsibilities. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 24

Upon review, if there are bid terms and conditions Vendor may not be able to agree to, will the County allow Vendor to include clarifications or exceptions as part of its bid submission? (Submitted: Nov 4, 2022 6:49:51 AM PDT)

Answer

- Please reference IFB Instruction, page 5 through 6 of 8, #K - Acceptance/Rejections/Award. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 25

Specifically, if there are insurance requirements that Vendor may not be able to agree to will the County consider exceptions to insurance terms and conditions? (Submitted: Nov 4, 2022 6:50:18 AM PDT)

Answer

- Please reference Model Contract, pages 3 through 5 of 22, #O - Insurance Provision. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 26

Does the County consider electronic signatures to be valid "original" signatures (i.e.: DocuSign)? (Submitted: Nov 4, 2022 6:50:36 AM PDT)

Answer

- The County considers DocuSign as a valid original signature. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 27

Are renewals available? If there are renewal terms available, are they at the sole discretion of the County or by mutual consent of the County and Vendor? (Submitted: Nov 4, 2022 6:51:31 AM PDT)

Answer

- Please reference Additional Terms and Conditions, page 8 off 22, #2 - Term of Contract. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 28

Are price increases permitted? If so, at what frequency? (Submitted: Nov 4, 2022 6:51:41 AM PDT)

Answer

- Please reference Attachment B, Pricing and Compensation, page 20 of 22, #IV - Firm Discount and Pricing Structure and page 21 of 22, #V - Price Increase/Decrease. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 29

Will the items be purchased/ordered as an each unit of measure? Or by the case? (Submitted: Nov 4, 2022 2:34:10 PM PDT)

Answer

- Please reference Attachment A, Scope of Work, page 18 of 22, #VI - Usage. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 30

Will the County agree to remove the language found on Attachment B Pricing and Compensation, Pg. 20, Section IV. Firm Discount and Pricing Structure? (Submitted: Nov 7, 2022 7:00:03 AM PST)

Answer

- Please reference IFB Instruction, page 5 through 6 of 8, #K - Acceptance/Rejections/Award. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 31

Due to the nature of the products, pricing from the manufacturer can change. Will the County consider proposals that take exception to firm price requirement? (Submitted: Nov 7, 2022 7:01:56 AM PST)

Answer

- Please reference Attachment B, Pricing and Compensation, page 21 of 22, #V - Price Increase/Decrease. (Answered: Nov 8, 2022 3:54:19 PM PST)

Question 32

Tests authorized by the FDA for home use can generally also be used for self-testing in settings outside of the home, such as offices or schools (<https://www.fda.gov/medical-devices/coronavirus-covid-19-and-medical-devices/covid-19-test-uses-faqs-testing-sars-cov-2>)

Thus will the County accept the BINAXNOW COVID-19 Antigen Self Test? (Submitted: Nov 7, 2022 1:35:05 PM PST)

Answer

- Please reference Additional Terms and Conditions, page 14 of 22, #42 - Substitutions. (Answered: Nov 8, 2022 3:54:19 PM PST)