

**COUNTY OF ORANGE,
REGISTRAR OF VOTERS**



**REQUEST FOR PROPOSALS
FOR
PLATEMAKING SYSTEM**

RFP NO. 031-C033366-CM

REQUEST FOR PROPOSAL



County of Orange
Registrar of Voters
1300 S. Grand Ave.,
Bldg. C
Santa Ana, CA 92705

**PROPOSALS MUST BE
RECEIVED ON OR BEFORE**

January 7, 2022

BY
4:00 P.M. PST

RFP NUMBER
031-C033366-CM

File Folder No: C033366

INSTRUCTIONS:

1. Submit One (1) original printed proposal, Four (4) hard copies of the proposal, and one (1) electronic copy of the proposal.
2. Return this page signed, with the original proposal.
3. All proposals are to be identified with RFP NO. and returned in a sealed envelope or package.

DATE: December 1, 2021

**REQUEST FOR PROPOSAL (RFP)
Cover Page**

The County of Orange, Printing & Graphics, a division of the Registrar of Voters (hereinafter referred to as “County”) is soliciting responses (“Proposals”) from qualified firms (hereinafter referred to as “Offerors” or “Proposers”) to provide a Platemaking System. Offerors must meet the minimum qualifications and requirements set forth within the RFP and must be capable of providing goods and services as set forth in the Model Contract, which is attached hereto in Section III. The awarded Contract (hereinafter referred to as “Contract”), if any, will be a fixed fee Contract between the County and selected Offeror(s).

This RFP is set out in the following format:

- SECTION I Introduction and Instructions to Offerors
- SECTION II Proposal Response Requirements
- SECTION III Model Contract

PROPOSALS ARE DUE January 7, 2022, BY 4:00 PM Pacific Time.

Proposals must be submitted in sealed packages. See complete instructions in Section I, Item C.

All questions and inquiries related to this RFP must be directed to Christina Morales (hereinafter may also be referred to as “Deputy Purchasing Agent” or “DPA”), via the County’s Online Bidding System at <https://www.bidsync.com> (RFP #031-C033366-CM). For assistance utilizing the County’s Online Bidding System, please contact Periscope S2G Support Team at 800-990-9339, Option 1. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP.

The Registrar of Voters DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

<input type="checkbox"/> I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS AND EXHIBITS REFERENCED HEREIN.		
_____ Company Name (as it appears on your invoice and W-9)		
_____ Address		
_____ Authorized Signature	_____ Print Name	_____ Title
_____ Name of Person to contact in reference to this proposal		

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SECTION I

INTRODUCTION

AND

INSTRUCTION TO OFFERORS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO OFFERORS

A. Introduction

OC Printing & Graphics (P&G) provides the critical printing, copying, bindery, and mailing for the Registrar of Voters (ROV). In addition to supporting the election printing and mailing of the ROV, P&G supports the printing, copying, bindery, and mailing needs of the other County Agencies such as Social Services, Health Care, Probation, Sheriff, Clerk Recorder, and County Executive Office, as well as local municipalities.

The County is soliciting competitive, sealed proposals to provide a Platemaking System that will meet the needs of the County in accordance with the model contract terms, conditions, and scope of work. Prior to submitting a proposal, Offerors are advised to carefully read the instructions below, including any solicitation attachments and/or exhibits.

B. Proposed Time Schedule

Date	Action
December 1, 2021	Release of RFP
December 17, 2021	Written Questions from Offerors Due by 2:00 P.M. (Pacific Time)
December 23, 2021	Issuance of Addendum (Questions & Answers) by 5:00 P.M. (Pacific Time)
January 7, 2022	Deadline for Proposals: Due by 4:00 P.M. (Pacific Time)
January – February 2022	Evaluation of Proposals and Negotiation
February/March 2022	Estimated Contract Execution

Note: County Reserves the right to modify these dates as necessary.

C. Instructions to Offerors and Procedures for Submittal

1. Clearly identified Proposals are due **on or before January 7, 2022, no later than 4:00 P.M. Pacific Time**, and are to be delivered in a sealed package, labeled with the following information:

County of Orange, Registrar of Voters
1300 S. Grand Ave. Bldg. C
Santa Ana, CA 92705
Attn: Christina Morales
RE: RFP 031-C033366-CM Platemaking System

The Registrar of Voters regular business hours are 8:00 A.M. to 5:00 P.M. Pacific Time, Monday through Friday.

The Registrars of Voters will be closed on the following County holiday(s) during this solicitation period:

December 24, 2021 Christmas Day observed
December 31, 2021 New Year's Day observed

Proposals must be time-stamped on the outside of the sealed package by Registrar of Voters' department staff. It is the sole responsibility of the Offeror to ensure that delivery is made to the County prior to the closing date and time. Delivery receipts are available upon request.

2. The County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person who is contemplating submitting a Proposal for the proposed Contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a request for clarification to the assigned Deputy Purchasing Agent (DPA), Christina Morales via the County's Online Bidding System at <https://www.bidsync.com> (RFP # 031-C033366-CM), unless otherwise directed, for interpretations thereof or corrections thereto. For assistance utilizing the County's Online Bidding System, please contact Periscope S2G Support Team at 800-990-9339, Option 1.

Any and all questions or requests for clarifications or interpretations must be received via the County's Online Bidding System by the date and time specified. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by County, a written addendum shall be issued by either the assigned DPA or an agent on their behalf via the County's Online Bidding System. Any statement(s) concerning the meaning of the contents of this RFP by County personnel or any other person are unauthorized and should not be relied upon. It is the Offeror's responsibility to ensure that they have reviewed any and all addendums to this RFP.

3. There will be no Pre-Proposal Conference for this RFP.
4. Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Proposal may be withdrawn after the submission date.
5. **Proposal Copies:** Each Offeror must provide one (1) original hard copy clearly marked as "original" on the outside cover and contain original signatures and four (4) additional hard copies of the Proposal. In addition, Offeror must submit one (1) electronic copy of the Proposal on a flash drive.
6. **Submission Format:** All written Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All Proposals in response to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as

technical documents, may be referenced in any response, if the material is included in the same section as additional information.

The electronic copies of the Proposal shall be submitted on flash drives and the flash drives must include:

- a. Submittal #1 – G. Statement of Compliance (Model Contract with any additions or deletions) in the required format
- b. Submittal #2 Company Information
- c. Submittal #3 Offeror's Proposal
- d. Submittal #4 References

It is not necessary to include an electronic version of the Cover Page or other certifications included in Submittal #1. Those items should be submitted in hard copy, with original signatures on the copy designated as "original". In addition, it is not necessary to submit audited financial reports, marketing brochures or similar additional information in the electronic versions of the Proposal.

7. **Proposals are not to be marked as confidential or proprietary.** The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. By submitting a Proposal, the Offeror represents that it has thoroughly examined the County's requirements, is familiar with the services required in this RFP, and that it is qualified and capable of providing the services necessary to achieve the County's objectives.
9. The requirements set forth in this RFP are based on specifications currently envisioned by the County. It is anticipated that certain modifications, adjustments, or additions may be required. Proposers should therefore use the descriptions of the Proposed System as a general guide, not as an exhaustive or fixed list of all specifications. Each Proposer is strongly encouraged to demonstrate in its Proposal any requirements, features, or services that such Proposer believes is necessary or advisable, in addition to or in lieu of, those specifically identified in this RFP.
10. Each Offeror must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. **Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration as specified in Section II, Submittal #1, G "Statement of Compliance."**
11. After the closing date and time for receipt of proposals, evaluation and **if requested** by County, interview/oral presentations may commence. Offerors who submit Proposals most responsive to the County's requirements may be asked to give an oral presentation of their Proposal to County staff. Selected Offerors should be prepared to make their oral presentation within five (5) calendar days after notification and be prepared to discuss all

aspects of their Proposals in detail, including technical questions regarding the Proposal. Offerors shall not be allowed to alter or amend their Proposal through the use of the presentation process.

12. Selected Offeror(s) may be required to provide an on-site tour/inspection of their service facilities proposed under Offeror's Proposal.
13. The County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of the County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete, or deviates from specifications in this RFP. The County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect, or other improprieties which the County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse an Offeror from full compliance with all other sections of the RFP.
14. Pre-contractual expenses are **not** to be included in, or as part of the Compensation/Payment amount stated in the Model Contract, Attachment B for Contractor Services. Pre-contractual expenses are defined as including, but not limited to, costs incurred by the Offeror in preparing its Proposal in response to this RFP; submitting that Proposal to the County; negotiating with the County on any matter related to the Offeror's Proposal; and any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
15. The County reserves the right to: (a) negotiate the final Contract with any Offeror(s) as necessary to serve the best interests of the County; (b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; (c) award its total requirements to one (1) Offeror or to apportion those requirements among two (2) or more Offerors as the County may deem to be in its best interests; or (d) reject any Proposal if it is conditional, incomplete, or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with any Offeror; therefore, the Proposal submitted should contain the Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

Furthermore, the County makes no representations that any Contract will be awarded to any Offeror responding to this RFP.

16. Where two (2) or more Offerors desire to submit a single Proposal in response to this RFP, they should 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.
17. The County does not require and neither encourage the use of lobbyists or other consultants for the purpose of securing business.
18. **D-U-N-S 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.*

D. Protest

Policy

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

Procedure

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

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

Protest of Bid/Proposal Specifications

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

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

Protest of Award of Contract

In protests related to the award of a Contract, the protest must be submitted no later than five (5) business days after the notice of the proposed Contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed Contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process

- In the event of a timely protest, the County shall not proceed with the solicitation or award of the Contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the Contract is necessary to protect

the substantial interests of the County. The award of a Contract shall in no way compromise the protester's right to the protest procedures outlined herein.

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

Appeal Process

- If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. Evaluation Process and Criteria

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Offeror(s). No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Offeror(s) whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Offeror(s) with the lowest fee proposal.

Proposals will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation committee.

Proposals will be competitively evaluated on the basis of the following criteria listed in random sequence not in the order of importance:

- Offeror's Knowledge, Understanding, and Responsiveness to the Overall Proposal
- Degree of Compliance and Ability to meet County Model Contract Terms, Conditions, Attachments, and Exhibits
- Company and Staff Experience and Qualifications
- Implementation/Project Management
- Implementation Timeline
- Proposed Fees
- References
- Work Methodology
- Solution – Proposed Platemaking System

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Offeror(s) submitted written materials.

The evaluation process may be conducted in two phases, based on the evaluation committee's decision. The decision whether to conduct two phases rest solely with the County and the decision is final. If the evaluation committee decides to do two phases, Phase I will be an evaluation of the written proposal based on the evaluation criteria for all Offerors and Phase II will be an evaluation of an oral presentation based on some or all of the evaluation criteria for only the highest-rated Offerors in Phase I invited to participate in Phase II. The evaluation committee has the right to determine the number of Offeror(s) who would participate in Phase II.

1. Phase I: Written proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP. The scores from the written Proposals, based on the criteria provided, will account for [60%] of the total score.
2. Phase II: If the County elects to proceed with Phase II, Offeror(s) must be prepared to make their oral presentation within five (5) business days after notification. Offeror(s) must be prepared to discuss all aspects of their Proposal in detail, including technical questions. Offerors will not be allowed to alter or amend its Proposal through the use of the presentation process. The value of Phase II will be [40%] of the finalist(s) total score.

Please note that the Offeror(s) that County elects not to invite to participate in Phase II will not have a total score.

Offeror agrees that the submission of a proposal is permission by Offeror for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Offeror. Failure to comply with any such request may disqualify an Offeror from further consideration.

F. Selection/ Award Process

Upon completion of the evaluation process, the Evaluation Committee will make a recommendation for award to the DPA. The recommendation for award may be presented to the County's Board of Supervisors for approval of the Contract for the services requested in this solicitation.

The Model Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's Proposal and qualifications.

Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. **Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Offeror's inability to comply with any of the provisions thereof are to be declared in the Offeror's Proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Offeror after submission of its Proposal may result in elimination from further consideration.**

If a satisfactory Contract cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Contractor and begin Contract negotiations with the next finalist.

G. EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

H. 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.

I. Lobbying

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

J. County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Policies

- A. **OCLSB:** Effective January 1, 2020, County of Orange Board of Supervisors adopted the County of Orange Local Small Business (OCLSB) Preference policy. Implementation of

the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

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

1) Local Business requirements:

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

2) Small Business Requirements:

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

B. **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 the 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) below:

1) Disabled Veteran Business Enterprise requirements:

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

To participate as an OCLSB and/or DVBE please read and follow the process outlined in EXHIBIT I - COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS.

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. County reserves the right to make any inquiry into the responsibility of Offeror(s).

The following is the criteria for an Offeror to be considered as an eligible candidate to submit a proposal on the requested services described in this RFP.

Proposals must include four (4) tabbed sections and must be indexed in the order outlined below:

Submittal #1: Compliance Certifications

Submittal #2: Company Information

Submittal #3: Offeror's Proposal

Submittal #4: References

List the questions and your responses and/or attachments within each tabbed section.

Minimum Qualifications

The following is the criteria for an Offeror to be considered as an eligible candidate to submit a Proposal on the requested services described in this RFP.

Offeror shall certify via Submittal #1, D, "Minimum Qualifications Statement" of this RFP, that Offeror meets the minimum qualifications set forth below and be able to demonstrate it in their response:

1. Offeror(s) must possess all Federal, State, and Local permits, licenses, and approvals necessary to provide goods/services required in the Scope of Work.
2. Offeror(s) must be an original manufacturer, authorized distributor, or dealer authorized by the manufacturer with service and repair capabilities for the proposed platemaking system.
3. Offeror(s) must be in the business of providing and servicing platemaking systems and must have done so for the past three (3) years, preferably with at least one (1) year of providing the desired goods and services in the scope of work to a public/governmental agency.
4. Offeror(s) shall have existing adequate personnel capable to perform the services as required in the Scope of Work.

SUBMITTAL #1
Compliance Certifications

(Complete this section and submit as Submittal #1 in the first tabbed section of Proposal)

A. Cover Page

All Proposals must be accompanied by the cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Offeror. **If the Offeror is a corporation, then signatures of two (2) specific corporate officers are required for the cover letter and all required signatures throughout this RFP.** 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: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signature to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

B. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Proposals which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection. Please state below how long this Bid will be valid for.

Offeror hereby certifies that Offeror's Proposal is valid for three hundred sixty-five (365) days from the RFP closing date.

Validity of Response (in days)	Print Name	Signature Required
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C. Certification of Understanding

The County assumes no responsibility for any understanding of the Offeror or representation made by any of its County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County assumes the responsibility.

By signing below, Offeror certifies that such understanding has been considered in this Proposal.

Print Name	Signature Required
------------	--------------------

SUBMITTAL #2

Company Information and References

(Complete this section and submit as Submittal #2 in the second tabbed section of Proposal)

A. Company Information

Company's Legal Name:							
Company's 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: (Required minimum of 5 Years)			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 I.D. No.:		*D-U-N-S® No.					
<i>*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</i>							
Regular business hours:							
Regular holidays and hours when business is closed:							
Contact person in reference to this solicitation:							
Telephone Number:			Facsimile Number:				
Email Address:			Cell or Pager Number:				
Name of Service Manager:							
Telephone Number:			Facsimile Number:				
Email Address:			Cell or Pager Number:				
Contact Person for Accounts Payable:							
Telephone Number:			Facsimile Number:				
Email Address:			Cell or Pager Number:				
In the event of an emergency or declared disaster, the following information is required:							
Name of contact during non-business hours:							
Telephone Number:			Facsimile Number:				
Email Address:			Cell or Pager Number:				

B. Company History

For any business structure, provide history of acquisition, buyouts, or mergers with other entities for the past five (5) years. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

No action pending No prior action Information Attached

C. Financial Status

Offeror shall indicate whether Offeror, its principals, directors, or majority shareholder(s), or any company Offeror has held a controlling interest in, or which has held a controlling interest in Offeror, has ever filed or has been involuntarily put into bankruptcy or has been declared bankrupt. If yes, attached statement indicating the bankruptcy date, court jurisdiction, trustee’s name and telephone number, amount of liabilities, amount of assets, and current status of bankruptcy. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

No action pending No prior action Information Attached

D. Litigation Status

Offeror shall provide detailed information regarding current and prior lawsuits (court and case number), liens, or claims filed on behalf of and against Offeror, or any company Offeror holds a controlling interest in, or any company that holds an interest in Offeror in the past five (5) years. **Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror. Please check all that apply.**

No action pending No prior action Information Attached

E. Company Performance

- 1) As part of any prior contract, has your company or firm ever received a “Notice to Cure” message, either verbally or in writing? If yes, for all cases in which a “Notice to Cure” message was received, please provide the reason for the message, and how the matter was dealt with.

- 2) As part of any prior contract, has your company or firm ever had the contract terminated by the customer prior to the expiration date? If yes, for all cases in which the contract was terminated, please provide the reason for the termination.

SUBMITTAL #3 **Offeror's Proposal**

(Complete this section and submit as Submittal #3 in the third tabbed section of Proposal)

A. Proposal Description

Please provide a brief synopsis of the Offeror(s) understanding of the County's needs and how the Offeror plans to meet these needs. This should provide a broad understanding of the Offeror's entire Proposal. It should also include a statement that the Offeror will provide all of the services included in Section III – Scope of Work, Attachment A.

B. Company Qualifications and Background Information

Offeror shall:

1. Provide a brief profile of agency (if applicable, the prime contractor and subcontractor(s), including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
2. Provide a general description of the agency's (if applicable, the prime contractor's and subcontractor's(s')) financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, or impending merger) that may impede Offeror's ability to complete the services.
3. Describe the Offeror's, if applicable, the prime contractor's and subcontractor's(s') experience in performing work of a similar nature to that solicited in this RFP.
4. Describe your company's project management capabilities including but not limited to all project management certifications or ratings held by (1) your company and (2) the key personnel who will perform services on the project.
5. List any previous or current contracts with the County of Orange within the last five (5) years.
 - a. Include Agency/Department name, address, and contact person.
 - b. Contract Number
 - c. Contract Amount
6. Provide a complete explanation for any refusal or failure to complete prior or current contracts.

C. Proposed Staffing and Project Organization

This section of the proposal should establish the qualifications of the proposed project staff.

Offeror shall:

1. Complete Attachment C of the Model Contract (included in Section III of this RFP) and submit hereinto:

- a. Identify key staff members proposed to perform Services and include major areas of subcontract work. Key staff members shall be identified, at a minimum, for the Project Manager, and
 - b. Identify subcontractor(s) (if any) that will be assigned to perform services listed in the Scope of Work, by company name, address, contact person, telephone number and project function. List the specific services that Contractor will be subcontracting including the selected sub-contractors.
2. Furnish resumes for all proposed key staff members, including subcontractor staff. The resumes shall describe the specific experience of each staff member as it relates to some or all of the knowledge and experience requirements needed for the Services as described within the Scope of Work.
 3. Include a project organization chart which clearly delineates communication and reporting relationships among the key staff members and among subcontractor staff.

D. Implementation Plan/Project Schedule

The Offeror's implementation plan shall include a detailed timeline with milestones to provide the deliverables included in the scope of work, as well as any other deliverables the Offeror deems necessary/desirable to meet the County's objectives.

Offeror shall:

1. Describe the approach to completing each required task and responsibility specified within the Scope of Work. In addition, provide an approach structured to ensure the following:
 - a. Quality performance
 - b. Cost control and ability to complete assignments within a specific scope of work
 - c. Responsiveness to County staff and project requirements; and
 - d. Coordination between Offeror and County Staff.
2. Outline sequentially the activities that would be undertaken in completing the objectives and specify the staff members(s) and/or subcontractor(s) proposed to perform each objective.

E. Cost/ Compensation

Offeror(s) must identify proposed fees, provide pricing detail at a fixed rate for the term of the Contract. The fixed rate shall include all costs and expenses directly related to the performance of work to meet the requirements set forth in Section III – Scope of Work, Attachment A. Mileage, parking, telephone/fax expenses, food, postage and incidental photocopies are not billable and will not be allowed.

F. Additional Information

Offeror shall describe additional relevant information related to the services listed in this RFP that is considered important in evaluating Offeror's services

SUBMITTAL #4
References

(Complete this form and submit as Submittal #4 in the second tabbed section of Proposal)

Offeror 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. The references shall cover the entire proposed solution. If more than three (3) are required to account for all components of the solution, please provide the additional references. References must cover services performed by your company in the past three (3) years. Preferably, one (1) of the references is from a public/government agency.

Reference letters shall include the name, title, e-mail address, address and telephone number of the person(s) at the client organization who is most knowledgeable about the services performed. Reference letters should be provided from previous clients who have received similar services to those listed within this RFP. If Offeror proposes to use sub-contractor(s) to perform services specified herein, County reserves the right to verify references for sub-contractor.

References shall also include current contact information, including e-mail addresses, that may be visited for product demonstration if so desired. Services should be similar to those services required in this solicitation and are available for product demonstration if staff were to travel to their facilities.

It is the Offeror's sole responsibility to ensure that the reference organization's name, location/address, point of contact's name, title, phone number, and email address for each identified reference organization is current, complete, and accurate.

County may disqualify an Offeror if:

1. References fail to substantiate Offeror's description of support services provided; or
2. References fail to support that Offeror has a continuing pattern of providing capable, productive, and skilled personnel.

SECTION III

MODEL CONTRACT

FOR

PLATEMAKING SYSTEM

SECTION III: MODEL CONTRACT

Contract *TBD*
with
Contractor
for
Platemaking System

This Contract *TBD*, hereinafter referred to as “Contract”, is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and *Contractor* with a place of business at *Address*, hereinafter referred to as “Contractor”, with County and Contractor sometimes referred to 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 – Compensation/Payment
Attachment C – Staffing Plan

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) for a Platemaking System and represented that its proposed goods and services shall meet or exceed the requirements and specifications of the RFP; and

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than

those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such

claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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

Coverage

Commercial General Liability

Minimum Limits

\$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
Employer's Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to:

County of Orange
c/o: Registrar of Voters
Attn: Procurement

1300 S. Grand Ave. Bldg. C
Santa Ana, CA 92705

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

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

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

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

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

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

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

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall

include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation

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

- CC. **Expenditure Limit:** The 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 a Platemaking System from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue three (3) years from that date, unless otherwise terminated by County. The Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by written mutual agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without the prior written approval of the County assigned Deputy Purchasing Agent.
5. **Americans with Disabilities Act:** 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.
6. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
7. **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:
 - 1) Terminate the Contract immediately, pursuant to Section K herein;
 - 2) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- 3) Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
 - 4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
8. **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.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
10. **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.
11. **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.
12. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

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

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

13. **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.

14. **Disputes – Contract:**

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

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

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

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

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

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

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

16. 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.

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

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or

otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

18. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
19. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
22. **Liquidated Damages:** It is agreed by and between the Contractor and the County that if this Contract is not fully and completely performed within the terms of the Contract, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by the Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such delay, Contractor agrees to forfeit and pay to County the sum of **\$500.00** (“Liquidated Damages”) for each calendar day that completion of all the work required by the Contract is delayed. County may deduct such sum from any payments due or to become due to Contractor. If the Liquidated Damages exceed the unpaid balance of the Contract price otherwise owed to Contractor, then Contractor shall immediately pay County the difference.
20. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County’s Project Manager.
21. **Nondiscrimination – Statement of Compliance:** The Contractor’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

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

Contractor:	Company Name: Attn: Address: Phone No.: Email:
County Project Manager:	OC Printing & Graphics 1300 S. Grand Ave. Bldg. A Santa Ana, CA 92705
County DPA:	Registrar of Voters PO Box 11298 Santa Ana, CA 92711

23. **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.

27. **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.

24. **Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the

County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

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

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

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

27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

28. **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.

29. **Equipment – Acceptance Testing:** Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. If the equipment to be installed includes operating software as listed in the Contract or order, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the County is provided. Acceptance testing may be required as specified in the Contract or order for all newly installed technology systems, subsystems, and individual equipment, and machines which are added or field modified, i.e. modification of a machine from one model to another, after a successful performance period.

30. **Equipment – Maintenance:** If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on equipment purchased under this contract, then, upon written notice by the County, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such documentation for its own use in maintaining the equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the equipment to use the above-noted documentation.

The County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.

31. **Equipment – Title To:** Unless otherwise specified in the Contract, order, or finance plan, title to the equipment shall remain with the Contractor and assigns, if any, until such time as the full purchase prices, applicable taxes, and interest charges, if any, are paid to the Contractor. Title to each machine will be transferred to the County when its purchase price, taxes, and associated interest charges, if any, are paid. Title to a special feature installed on a machine and for which only a single installation charge was paid shall pass to the County at no additional charge, together with title to the machine on which it was installed.
32. **Software – Acceptance Testing:** Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor’s technical specifications and meets the County’s performance specifications.
33. **Software – Acceptance:** The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:
- a. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency within 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
 - b. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
 - c. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.

The County’s acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.

34. **Software – Documentation:** The Contractor agrees to provide to the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor will provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals

at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

35. **Software – Future Releases:** If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County's option, provided such versions are operable on the same computer hardware configuration. The charge for such upgrading to the later version of the software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.
36. **Software – Protection:** The County agrees that all material appropriately marked or identified as proprietary, whether oral or written, and furnished hereunder are provided for County's exclusive use for the purposes of this agreement only and will be held in confidence. All proprietary data shall remain the property of the Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of the Contractor. The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this agreement with respect to use, copying, modification and protection and security of licensed programs and optional materials.

37. **Software License – Fees and Charges:** Upon completion of installation and acceptance of software products by the County, the County will pay the license fee or recurring charge for the software products as set forth in this Contract. Charges will commence on the installation date as specified in this Contract. The Contractor shall render invoices for recurring charges or a single charge for the month for which the charges were incurred. Fees for a partial month's use will be prorated based on a thirty-day month. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

SIGNATURE PAGE FOLLOWS

Signature Page

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

CONTRACTOR: TBD *

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. 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 below. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

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

DO NOT SIGN AT THIS TIME

Signature	Date
-----------	------

Print Name	Title
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The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

DO NOT SIGN AT THIS TIME

Signature	Date
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Print Name	Title
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**COUNTY OF ORANGE, a political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:**

Signature	Date
-----------	------

Print Name	Title
------------	-------

ATTACHMENT A

Scope of Work

A. Introduction

In 2016 Publishing Services became a subdivision of the Registrar of Voters (ROV). The division underwent a rebranding and is now known as OC Printing & Graphics (P&G).

The ROV exists to serve the citizens of Orange County by faithfully conducting the election process through which they choose their representatives. The ROV conducts all local, city, state, and federal elections for Orange County. The County of Orange is the 5th largest voting jurisdiction in the United States with approximately 1.8 million registered voters. On average, the County conducts four (4) elections per year.

P&G provides the critical printing, copying, bindery, and mailing needs of the ROV. P&G is certified by California Secretary of State for the printing of election ballots and is responsible for printing all vote by mail ballots for each election. In addition to supporting the needs of the ROV, P&G supports the printing, copying, bindery, and mailing needs of other County departments, as well as local municipalities.

P&G is seeking to replace their outdated platemaking system. The equipment under this proposal shall consist of the items or services contained in the Request for Proposal, including all equipment, materials, and other items necessary to meet or exceed requirements. Ideal solutions will include but not be limited to High-Quality Computer to Plate (CTP) system, Processor/Washout Unit, the supplying of plates, RIP software, computer workstation, etc.

B. Overall System Requirements

Proposed system shall have at minimum the following features:

- Process plate size: 508 x 581 x .20 MM
- Process plate size: 340 x 505 x .15 MM
- Resolution: 2400 dpi minimum
- Laser channels: 24 minimum
- Speed: 20 plates/hour minimum
- Workstation: Windows 10 minimum
- Autoload: not required
- Punch: not required
- Footprint (not including workstation): not to exceed 13 feet length

C. Training

Contractor shall detail all training requirements needed to ensure all requested County staff is trained in operation of the proposed system and all options and/or accessories.

D. Consumables & Accessories

Contractor shall detail all consumables and accessories for the proposed system. Detailing which are required and what are optional. Contractor shall also include pricing for these items in their proposed costs/fees.

E. Annual Hardware and/or Software Maintenance and Support

Contractor shall detail all post implementation costs associated with operations, maintenance, and application support. Contractor shall identify which items are required and optional.

**ATTACHMENT B
Cost/Compensation**

(Complete and submit as instructed in Submittal #3 of Section II – Proposal Response Requirements)

A. Compensation

This is a fixed fee Contract between the County and Contractor for goods and/or services as per the specifications in Attachment A, Scope of Work in the amount **not to exceed To Be Determined**.

The 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 Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with paragraphs C and P of the County’s General Terms and Conditions.

B. Fees

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

Pricing Instructions:

- Contractor shall provide a cost breakdown of each identifiable task/deliverable required to provide goods and services as required in the Scope of Work. The completed tables should identify:
 - Hardware Costs: list the description, model, quantity, unit cost, and extended cost for each piece of hardware proposed
 - Software Costs: list the description, version, quantity, unit cost, and extended cost for each piece of software proposed.
 - Project Labor Costs: list the description and total cost for each identifiable task required to implement proposed system.
 - Post Implementation Support Costs: list the description and total cost for each proposed post implementation costs.
- Prices shall not include sales tax.
- Prices shall include all costs, but not limited to overhead, all necessary labor, transportation, fuel/fuel surcharges, mileage, storage, and any other costs necessary to provide the items under this Contract. No self-imposed fees shall be accepted/authorized.
- All pricing is to be FOB: DESTINATION.
- Please list Unit of Measure (UOM) accordingly.
- Any optional items shall be identified in the price table as optional.

Description	Qty.	UOM	Price	Extended Cost
			\$	\$
			\$	\$
			\$	\$

C. 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.

D. Price Increase/Decrease: No price increases will be permitted during the first year of the price agreement. The County requires bona fide documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

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

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

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

F. Tax-Payer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

G. Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County Agency/Department
4. Contract number (MA number)
5. Order Date
6. Product/service description, quantity, and prices
7. Sales tax, if applicable
8. Contractor's Federal Tax ID number
9. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Invoice and support documentation are to be sent to:

ROV / OC Printing & Graphics
Attn: Accounts Payable
PO Box 11298
Santa Ana, CA 92711

H. Electronic Funds Transfer (EFT): The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via email. 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 agency/department representative listed in the proposal.

**ATTACHMENT C
Staffing Plan**

(Complete and submit as instructed in Submittal #3 of Section II – Proposal Response Requirements)

1. Primary Staff /Key Personnel to perform Contract duties.

Name	Title	Years of Experience	Length of Time with Firm

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County’s Project Manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County approval in writing. In addition to the rights set forth in Model Agreement, Additional Terms and Conditions, paragraph 8 regarding Contractor’s Project Manager Removal, County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within 3 business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor’s failure to comply with the County Project Manager’s decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.

2. Subcontractor(s)

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

Company Name & Address	Contact Name & Telephone Number	Project Function