

## Solicitation 080-593463

### Compellent Hardware, Software, Licenses and Support Services



County of Orange

## Bid 080-593463

### Compellent Hardware, Software, Licenses and Support Services

Bid Number	080-593463
Bid Title	Compellent Hardware, Software, Licenses and Support Services
Bid Start Date	Sep 25, 2012 3:46:52 PM PDT
Bid End Date	Oct 9, 2012 4:00:00 PM PDT
Question & Answer End Date	Oct 2, 2012 4:00:00 PM PDT
Bid Contact	Helen Hernandez Buyer
Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Standard Disclaimer	The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.
Bid Comments	<p>OC PUBLIC WORKS IS SOLICITING BIDS FROM CONTRACTORS INTERESTED IN ENTERING INTO AN ANNUAL CONTRACT FOR COMPELLENT HARDWARE, SOFTWARE, LICENSES AND SUPPORT SERVICES.</p> <p>THIS IS A FULLY ELECTRONIC INVITATION FOR BID (IFB). BIDDERS MUST SUBMIT THEIR BID ON-LINE. ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED. IN ADDITION, BIDDERS ARE REQUIRED TO STATE METHOD OF DELIVERY IN "OVERALL COMMENTS" SECTION.</p> <p><b>**BIDDERS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS, PRIOR TO SUBMITTING A BID. AWARDED BIDDER MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) CALENDAR DAYS OF RECOMMENDATION OF AWARD BUT PRIOR TO OFFICIAL CONTRACT AWARD.</b></p> <p><b>**CONTRACTOR MUST BE AN AUTHORIZED RESELLER OR DEALER OF COMPELLENT PRODUCTS.</b></p> <p><b>**SHIPPING/DELIVERY CHARGES MUST BE INCORPORATED INTO EACH BID LINE ITEM PRICE; THE COUNTY WILL NOT PAY FOR SHIPPING/DELIVERY SEPARATELY.</b></p> <p><b>**PLEASE TAKE NOTICE, NON-ACCEPTANCE OF COUNTY OF ORANGE TERMS AND CONDITIONS MAY DEEM A BID NON-RESPONSIVE. THE COUNTY WILL NOT ACCEPT ANY OTHER TERMS, CONDITIONS, OR PROVISIONS CONTRARY TO THOSE CONTAINED WITHIN THIS SOLICITATION.</b></p> <p><b>**THE LOWEST RESPONSIVE, RESPONSIBLE BID(S) MAY BE SUBJECT TO FURTHER NEGOTIATIONS.</b></p> <p><b>PLEASE FORWARD ANY QUESTIONS IN REGARDS TO THIS SOLICITATION THROUGH BIDS SYNC.</b></p> <p><b>*****IMPORTANT DATES*****</b></p> <p><b>OCTOBER 2, 2012 - QUESTIONS DUE BY 4:00 P.M.</b></p> <p><b>OCTOBER 9, 2012 - BIDS DUE BY 4:00 P.M.</b></p>

#### Item Response Form

Item	080-593463-01-01 - Support, 24x7, Dell/Compellent Series 40, 3U
Quantity	2 each
Unit Price	<input style="width: 150px; height: 20px;" type="text"/>
Delivery Location	County of Orange <u>021 - OC PUBLIC WORKS/INFO &amp; TECH</u> <u>SERVICES</u>

300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 2**

**Description**

CT-SC040-MTCH  
Support, 24x7, Dell/Compellent Series 40, 3U

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Item **080-593463-01-02 - Support, 24x7, Dell/Compellent SATA Enclosure, 2Gb**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 1**

**Description**

EN-SA2X16-MTCH  
Support, 24x7, Dell/Compellent SATA Enclosure, 2Gb

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Item **080-593463-01-03 - Support, 24x7, Dell/Compellent 3.5" 6Gb SAS Enclosure (EBOD)**

Quantity **2 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 2**

**Description**

EN-SAS6-1235-MTCH  
Support, 24x7, Dell/Compellent 3.5" 6Gb SAS Enclosure (EBOD)

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Item **080-593463-01-04 - Support, 24x7, Dell/Compellent SBOD Enclosure, 2Gb**

Quantity **2 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 2**

**Description**

EN-SB2X16-MTCH  
Support, 24x7, Dell/Compellent SBOD Enclosure, 2Gb

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Item **080-593463-01-05 - Support, 24x7, Dell/Compellent 3.5" 4Gb FC Enclosure (SBOD)**

Quantity **2 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH

SERVICES

300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 2**

**Description**

EN-SB4X16-MTCH  
Support, 24x7, Dell/Compellent 3.5" 4Gb FC Enclosure (SBOD)

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Item **080-593463-01-06 - 2TB, SAS, 6Gb, 7.2K HDD**

Quantity **24 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 24**

**Description**

DS-SAS6-35-2000X7K2  
2TB, SAS, 6Gb, 7.2K HDD

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Item **080-593463-01-07 - Enclosure, SAS, 6Gb, 3.5" 12-bay**

Quantity **2 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 2**

**Description**

EN-SAS6-1235 2  
Enclosure, SAS, 6Gb, 3.5" 12-bay

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Item **080-593463-01-08 - Support, 24x7, SW, Data Progression Base License**

Quantity **1 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 1**

**Description**

SW-DAPR-BASE-MTCS  
Support, 24x7, SW, Data Progression Base License

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Item **080-593463-01-09 - Support, 24x7, SW, Data Progression Expansion License**

Quantity **10 each**

Unit Price

Delivery Location      **County of Orange**  
                                 021 - OC PUBLIC WORKS/INFO & TECH  
                                 SERVICES  
                                 300 N FLOWER ST  
                                 SANTA ANA CA 92703-5000  
                                 Qty 10

**Description**  
SW-DAPR-EXP-MTCS  
Support, 24x7, SW, Data Progression Expansion License

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Item                      **080-593463-01-10 - Support, 24x7, SW, Dynamic Controllers Base License**

Quantity              **1 each**

Unit Price           

Delivery Location    **County of Orange**  
                                 021 - OC PUBLIC WORKS/INFO & TECH  
                                 SERVICES  
                                 300 N FLOWER ST  
                                 SANTA ANA CA 92703-5000  
                                 Qty 1

**Description**  
SW-DCNT-BASEMTCS  
Support, 24x7, SW, Dynamic Controllers Base License

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Item                      **080-593463-01-11 - Support, 24x7, SW, Dynamic Controllers Expansion License**

Quantity              **10 each**

Unit Price           

Delivery Location    **County of Orange**  
                                 021 - OC PUBLIC WORKS/INFO & TECH  
                                 SERVICES  
                                 300 N FLOWER ST  
                                 SANTA ANA CA 92703-5000  
                                 Qty 10

**Description**  
SW-DCNT-EXP-MTCS  
Support, 24x7, SW, Dynamic Controllers Expansion License

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Item                      **080-593463-01-12 - Support, 24x7, SW, Data Instant Replay Base License**

Quantity              **1 each**

Unit Price           

Delivery Location    **County of Orange**  
                                 021 - OC PUBLIC WORKS/INFO & TECH  
                                 SERVICES  
                                 300 N FLOWER ST  
                                 SANTA ANA CA 92703-5000  
                                 Qty 1

**Description**  
SW-DIRP-BASE-MTCS  
Support, 24x7, SW, Data Instant Replay Base License

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Item                      **080-593463-01-13 - Support, 24x7, SW, Data Instant Replay Expansion License**

Quantity              **10 each**

Unit Price

Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 10**

**Description**  
SW-DIRP-EXP-MTCS  
Support, 24x7, SW, Data Instant Replay Expansion License

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Item **080-593463-01-14 - Support, 24x7, SW, Dynamic Capacity Base License**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 1**

**Description**  
SW-DYNC-BASE-MTCS  
Support, 24x7, SW, Dynamic Capacity Base License

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Item **080-593463-01-15 - Support, 24x7, SW, Dynamic Capacity Expansion License**  
Quantity **10 each**  
Unit Price   
Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 10**

**Description**  
SW-DYNC-EXP-MTCS  
Support, 24x7, SW, Dynamic Capacity Expansion License

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Item **080-593463-01-16 - Support, 24x7, SW, Remote Instant Replay Base License**  
Quantity **1 each**  
Unit Price   
Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 1**

**Description**  
SW-RIRA-BASE-MTCS  
Support, 24x7, SW, Remote Instant Replay Base License

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Item **080-593463-01-17 - Support, 24x7, SW, Remote Instant Replay Expansion License**

Quantity 10 each  
Unit Price   
Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 10**

**Description**  
SW-RIRA-EXP-MTCS  
Support, 24x7, SW, Remote Instant Replay Expansion License

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Item 080-593463-01-18 - Support, 24x7, SW, Replay Manager License  
Quantity 1 each  
Unit Price   
Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 1**

**Description**  
SW-RMSV-EN-MTCS  
Support, 24x7, SW, Replay Manager License

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Item 080-593463-01-19 - Support, 24x7, SW, Storage Center Core Base License  
Quantity 1 each  
Unit Price   
Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 1**

**Description**  
SW-SCOS-BASE-MTCS  
Support, 24x7, SW, Storage Center Core Base License

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Item 080-593463-01-20 - Support, 24x7, SW, Storage Center Core Expansion License  
Quantity 10 each  
Unit Price   
Delivery Location **County of Orange**  
021 - OC PUBLIC WORKS/INFO & TECH  
SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
**Qty 10**

**Description**  
SW-SCOS-EXP-MTCS  
Support, 24x7, SW, Storage Center Core Expansion License

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Item 080-593463-01-21 - SW, Dynamic Controllers Expansion License  
Quantity 2 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 2

**Description**  
SW-DCNT-EXP  
SW, Dynamic Controllers Expansion License

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Item 080-593463-01-22 - SW, Data Instant Replay Expansion License  
Quantity 2 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 2

**Description**  
SW-DIRP-EXP  
SW, Data Instant Replay Expansion License

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Item 080-593463-01-23 - SW, Dynamic Capacity Expansion License  
Quantity 2 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 2

**Description**  
SW-DYNC-EXP  
SW, Dynamic Capacity Expansion License

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Item 080-593463-01-24 - SW, Remote Instant Replay (Async & Sync) Exp License  
Quantity 2 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 2

**Description**  
SW-RIRA-EXP  
SW, Remote Instant Replay (Async & Sync) Exp License



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Item 080-593463-01-25 - SW, Storage Center Core Expansion License  
Quantity 2 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 2

**Description**  
SW-SCOS-EXP  
SW, Storage Center Core Expansion License

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Item 080-593463-01-26 - SW, Virtual Ports Expansion  
Quantity 2 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 2

**Description**  
SW-VIRP-EXP  
SW, Virtual Ports Expansion

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Item 080-593463-01-27 - Conversion Kits  
Quantity 2 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 2

**Description**  
Conversion Kit, shall include:  
Conversion Kit, Enclosure, SAS 3.5" Drives, Upgrade Order - qty 2  
CORD,PWR,250V,10A,6',C13/C14 - qty 4  
6Gb SAS Cable, 0.5M - qty 4  
6Gb SAS Cable, 2M - qty 4

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Item 080-593463-01-28 - I Implementation/Knowledge Transfer  
Quantity 1 each  
Unit Price   
Delivery Location County of Orange  
021 - OC PUBLIC WORKS/INFO & TECH SERVICES  
300 N FLOWER ST  
SANTA ANA CA 92703-5000  
Qty 1

**Description**

Implementation/Knowledge Transfer

## County of Orange – Bidder Instructions

### 1. DEFINITIONS:

- a. **"Bid"** means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods or services at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or non-competitively bid contract.
- b. **"Bidder"** means a supplier who submits a bid to the County in response to a solicitation.
- c. **"Solicitation"** means the process, by whatever name known or in whatever format used, of notifying prospective bidders that the County wishes to receive bids for furnishing goods or services.
- d. **"Supplier"** means a business entity, bidder, offeror, vendor or contractor.
- e. **"County"** means the County of Orange.

### 2. SUBMISSION OF BIDS:

- a. Bids must be hand delivered or sent via U.S. Mail or common carrier unless another method is specifically authorized in the solicitation.
- b. Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the County to be considered for award.
- c. The bidder is solely responsible for ensuring that the full bid is received by the County in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The County shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
- d. Bids received after the bid closing date and time will be considered nonresponsive.
- e. If no time for receipt of bids is specified in the solicitation, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST).
- f. Generally, sealed bids will be opened and read on the due date unless another date and time is specified in the solicitation or any addendum thereto or the reverse auction terms and conditions are included in the solicitation. When a County Agency/Department facilitates a reverse auction, all bids shall remain confidential before and during the auction. Information is not public, including the number and names of the responders, until the Notice of Intent to Award or contract award is published, whichever occurs first.
- g. Faxed bid responses will NOT be allowed.
- h. All bids received by the County and opened are subject to disclosure under the California Public Records Act, and other applicable law.
- i. It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If responding to this solicitation through BidSync, the electronic version of the bid response will prevail. The County of Orange is not responsible for and accepts no liability for any technical problems that result from conducting business electronically.
- j. The County shall not be liable for any expenses incurred by potential Bidders in the preparation or submission of their bids. The County shall not, in an event, be liable for any pre-contractual expenses incurred by Bidders prior to the date of award and execution, if any, of the Contract. Pre-contractual expenses are defined as expenses incurred by the Bidder in: a) preparing its bid in response to this IFB; b) submitting that bid to the County; c) negotiating with the County any matter related to the Bidder's bid; and d) any other expenses incurred by the Bidder prior to the date of award and execution, if any, of the Contract.
- k. Bids are not to be marked as confidential or proprietary. The County shall refuse to consider any bid so marked. Additionally, all bids shall become the property of the County. The County reserves the right to make use of any information or ideas in the bids submitted.
- l. If clarification of this IFB is considered necessary, a written addendum shall be issued. Oral statement(s) concerning the meaning of the contents of this IFB by County personnel or any other person is (are) unauthorized and should not be relied upon. All inquiries concerning this IFB should be directed to the assigned DPA (Deputy Purchasing Agent) per the instructions in the IFB.
- m. Bidders shall be solely responsible for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.
- n. The Model Contract contained in this solicitation is the Contract proposed for execution. Negotiations may or may not be conducted with the finalists; therefore, the response submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion. Any exceptions to the terms and conditions made by any Offeror after submission of its response may result in elimination from further consideration.
- o. Any exceptions to the County's terms and conditions must be clearly stated in responses to this solicitation. Any exception must include the details of the exception and the reasons for it. The County reserves the right to disqualify vendors taking exception to its terms and conditions. Vendors taking exception after notice of award will be disqualified from award of contract.

### 3. SOLICITATION ADDENDUM (ADDENDA):

- a. The County of Orange does not guarantee that you will receive the addenda to this solicitation unless you received

notification of this solicitation by e-mail from BidSync on behalf of the County of Orange. Bidders registered on BidSync will receive an email notification when an addendum has been created. A link to the County of Orange's online bidding web site can be found at: <http://egov.ocgov.com/ocgov/Procurement/Open%20Bids>.

It is the Bidder's responsibility to request all additional information and/or modifications to this solicitation.

- b. In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda that the buyer requires to be submitted.
- c. Price(s) offered shall reflect all addenda issued by the County. Failure to do so will permit the County to interpret the bid to include all addenda issued in any resulting contract.

**4. PRICES:**

- a. All prices and notations must be typewritten.
- b. All prices must be bid in U.S. currency.
- c. Unit prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$.56726 each would exceed this limitation. Unit prices which exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be truncated (i.e., dropped off) leaving a unit price of \$.5672 each.
- d. An error in the bid may cause the rejection of that bid; however, the County may at its sole option retain the bid and make certain arithmetic corrections. In determining if a correction will be made, the County will consider the conformance of the bid to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.
  - i. If the bidder's intent is clearly established based on review of the complete bid submittal, the County may at its sole option correct an error based on that established intent.
  - ii. The County may at its sole option correct obvious clerical errors.
  - iii. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the "Extension" price by the quantity of the item.
  - iv. Out of state contractors must include California Sales Tax permit number.
  - v. Prices quoted shall be firm for the first period of the price agreement.
  - vi. Cost increases may be considered during Contract renewal periods only. The County requires bona fide proof of cost increases prior to any price escalation adjustment. A minimum of 30 (thirty) days advance notice in writing is required to secure such adjustments. When offering escalating price bids, quote applicable labor and material separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price agreements as it sees fit. The net dollar amount of profit will remain firm during the period of the price agreement. Adjustments increasing Contractor's profit will not be allowed.
  - vii. All decreases will be automatically extended to the County

- 5. **CASH DISCOUNTS:** The County encourages bidders to offer cash discounts for prompt payment etc.; however, unless provided elsewhere in the solicitation, cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers to determine the successful bidder for award of any resulting contract.

- 6. **INSPECTION OF SOLICITATION DOCUMENTS:** Supplier shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the supplier's sole risk.

- 7. **BRAND NAMES:** Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brand. Unless bidder specifies otherwise, it is understood that the bidder is offering a referenced brand item as specified in the solicitation. The County reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the County may require the supply of additional descriptive material and a sample.

**8. EVALUATION OF BIDS:**

- a. Where more than one line item is specified in the solicitation, the County reserves the right to determine the lowest, responsive and responsible bidder, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
- b. Unless otherwise specified in the solicitation, the County may accept any item or combination of items as specified in the solicitation, of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, the County may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest price to the County or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.
- c. All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.

**9. CONFLICT OF INTEREST:**

- a. Current County Employees (PCC Section 10410):
  - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any County Agency/Department, unless the employment, activity or enterprise is required as a condition of regular County employment.
  - ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any County agency to

provide goods or services.

- b.** Former County Employees (PCC Section 10411): For the two-year period from the date he or she left County employment, no former County officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any County agency/department.
- c.** For the twelve-month period from the date he or she left County employment, no former County officer or employee may enter into a contract with any County agency/department if he or she was employed by that County agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving County service.

**10. JOINT BIDS:** Where two or more Suppliers desire to submit a single bid in response to a solicitation, 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.

**11. SAMPLES TO DETERMINE RESPONSIVENESS TO TECHNICAL REQUIREMENTS FOR PURPOSES OF AWARD:**

- a.** Samples of items, when required by the County, must be furnished free of expense to the County, unless otherwise provided.
- b.** Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the County.
- c.** Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.
- d.** Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at bidder's expense.
- e.** Samples may be required prior to award. If requested, such samples must be delivered to the address specified and within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection.

**12. SPECIFICATION CONCERNS:**

- a.** In the event a supplier believes that the County's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the buyer identified in the solicitation, in writing, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by the County prior to the closing time set to receive bids.

**13. VALIDITY OF BID:** Unless specified elsewhere in the solicitation, bidder's bid shall be valid for a minimum of one hundred eighty (180) days following the bid closing date.

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

**15. COUNTY'S RIGHTS:**

- a.** The County reserves the right to modify or cancel in whole or in part its solicitation at any time without prior notice.
- b.** The County reserves the right to reject any or all bids if the County determines that a bidder's bid was non-responsive to the solicitation requirements and to waive informalities and minor irregularities in bids received.
- c.** The County reserves the right to reject any or all bids if the County determines that a bidder is not a responsible supplier.
- d.** Award final Contract with the lowest, responsive, responsible Bidder or Bidders as necessary to serve the best interests of the County may require.
- e.** Award its total requirement to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests.
- f.** Make no guarantee as to the usage of the services by the County. The County furthermore makes no representation that any Contract will be awarded to any Bidder responding to this IFB.'
- g.** All bids received may be public record after opening. Bids are not to be marked as confidential or proprietary. The County shall refuse to consider any bid so marked. Bids must be submitted in response to this IFB may be subject to public disclosure as permitted by the California Public Records Act. Additionally, all bids shall become the property of the County. The County reserves the right to make use of any information or ideas in the bids submitted.
- h.** Waive, at its discretion, any irregularity or informality which the County deems correctable or otherwise not warranting rejection of the bid.
- i.** Make final award determination based on the lowest responsive, responsible bid, but award will be contingent upon agency/department approval, including a review of qualifications, and the successful bidder must have met all the qualifications/requirements set forth herein.

**16. UNFAIR PRACTICES ACT AND OTHER LAWS:** Supplier warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.

**17. VIOLATION OF AIR OR WATER POLLUTION LAWS:**

- a. Prior to an award, the County shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardees' identity or status as a person who is in violation of any County, State, or federal air or water pollution law, the County will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the County that the intended awardee is such a person.
- b. No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of County, State, or federal air or water pollution control laws.

**18. INDEPENDENCE OF BID:** By submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

**19. PROTESTS:** All protests shall be submitted on protester's letterhead and include at minimum the following information:

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

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.

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.

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 at:

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

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.

**20. INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS:** Any independent contractor, prior to being awarded a purchase order which contains services, must provide certain information pertaining to its business to the County. The County, in accordance with Unemployment Insurance Code Section 1088.8, will report such information to the Employment Development Department. By submitting a bid, bidder acknowledges this information is required and that it is being reported to the Employment Development Department.

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

- 21. Orange County Child Support:** To comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of contract but prior to official award of contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
  - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

**22. AMERICANS WITH DISABILITY ACT (ADA):** To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you may contact the buyer listed in the solicitation.

**23. Vendor Advisory:** The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**EXHIBIT A**  
**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, within 10 days of award of contract, the successful contractor must furnish to the Contract Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- C. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.
- D. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.*

---

Authorized Signature

Name

Title

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

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a

material breach of the contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

After notification of award, the successful contractor may use the forms supplied herein, to furnish required information listed above.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

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

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)

**Company Profile**

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

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

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

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

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

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

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

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

Is your firm a sole proprietorship doing business under a different name: \_\_\_\_Yes \_\_\_\_No

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

Is your firm incorporated: \_\_\_\_Yes \_\_\_\_No If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number \_\_\_\_\_

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

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

Contact person in reference to this solicitation: \_\_\_\_\_

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

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

Contact person for accounts payable: \_\_\_\_\_

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

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

Name of Project Manager: \_\_\_\_\_

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

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

**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: \_\_\_\_\_

**CONTRACT MA-080-1201XXXX**  
**FOR**  
**COMPELLENT HARDWARE, SOFTWARE LICENSES, AND SUPPORT SERVICES**

THIS Contract MA-080-1201xxxx to provide Compellent Hardware, Software, Licenses and Support Services, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and TBD (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

**RECITALS**

WHEREAS, County and Contractor are entering into this Contract for Compellent Hardware, Software, Licenses and Support Services under a firm, fixed-price Contract; and,

WHEREAS, County solicited Contract for Compellent Hardware, Software, Licenses and Support Services as set forth herein, and Contractor has represented that it is qualified to provide Compellent Hardware, Software, Licenses and Support Services to the County as further set forth herein; and,

WHEREAS, Contractor agrees to provide Compellent Hardware, Software, Licenses and Support Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the fees set forth in Contractor's Pricing, attached hereto as Attachment B;

NOW THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

**I. County Contract Terms and Conditions**

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Compellent Hardware, Software, Licenses and Support Services under a firm, fixed-price Contract, as set forth in the Scope of Work identified as Attachment A to this Contract and incorporated herein as if fully set forth.
2. **Term:** The initial term of this Contract shall become effective upon execution of all signatures and shall continue for 5 years, unless otherwise terminated as provided herein.
3. **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.
4. **Conflict of Interest:** 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 relatives; sub-tier

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Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

5. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
7. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
9. **Contract Disputes:** 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 Supervisor and the County's project manager as specified in Article 12. "Notices" by way of the following process, such matter shall be brought to the attention of the County (DPA ) Deputy Purchasing Agent by way of the following process:



- a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
  - c. 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 DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
10. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
11. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and Contractor personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
12. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

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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.

County: OC Public Works/Information & Technology Services  
Attn: TBD  
300 N. Flower Street, Suite 600  
Santa Ana, CA 92703

cc: OC Public Works/Purchasing and Contract Services  
Attn: Helen Hernandez, DPA  
300 N. Flower Street, Suite 838  
Santa Ana, CA 92703

Contractor: TBD

13. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
14. **Entire Contract:** This Contract, including attachments which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
15. **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.
16. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
17. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope 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. Overshipments and undershipments 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.

18. **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 advance.

Should the Contract be terminated prior to the expiration date, Contractor shall promptly refund to County one twelfth (1/12) of the annual Fee paid in advance, for the terminated services for each month remaining in the Contract period, which shall be computed based upon the date of written notice of termination.

19. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in Article "46" below, and as more fully described in Article "46", 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.
20. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "46" below, it shall indemnify, defend and hold County and County Indemnittees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
21. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
22. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
23. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as

any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

24. **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.
25. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
26. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
27. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
28. **Insurance Provisions:** Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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**

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

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

*Insurance Terms & Conditions may apply at the discretion of the County of Orange, Risk Management. If delivery is through a 3<sup>rd</sup> party (i.e. UPS, Federal Express, US Postal Office, Roadway Trucking, Consolidated Freight & etc.), Insurance terms & Conditions will not apply.*

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance claims made	\$1,000,000 per occurrence

**Required Coverage Forms**

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

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insured's.

- 2) A primary non-contributing endorsement 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.

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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, OC Public Works  
ATTN: Helen Hernandez  
300 N. Flower, Suite 838  
Santa Ana, CA 92703

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by OC Public Works 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 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.

29. **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 Article "46" below, 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.

**County of Orange, OC Public Works**  
**TBD**

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30. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
31. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
32. **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.
33. **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.
34. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "46" 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.
35. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
36. **Pricing:** The Contract price, as more fully set forth in Attachment B, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Contractors Pricing attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
37. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
38. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

39. **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.
40. **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.
41. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
42. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
43. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
44. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
45. **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.
46. **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.

47. **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:

1. If it is found that the software product fails to conform to the specifications and the contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this contract shall be terminated.
2. 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.
3. 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.

48. **Software--Acceptance Testing:** Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract, 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.

49. **Cooperative Agreement:** The provisions and pricing of this contract will be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The contractor is responsible for providing each cooperative entity a copy of the contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this contract. The County of Orange may authorize the loading of this agreement into an electronic commerce system.

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TBD***

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The contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the County lead agency.

Model Contract

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

**TBD\***

By _____	By _____
Print Name _____	Print Name _____
Title _____	Title _____
Corporate Officer	Corporate Officer
Date _____	Date _____

**COUNTY OF ORANGE**

a political subdivision of the State of California

By \_\_\_\_\_

Print  
Name \_\_\_\_\_ Kathleen Kasten

Title \_\_\_\_\_ Deputy Purchasing Agent

Date \_\_\_\_\_

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

**ATTACHMENT A  
SCOPE OF WORK**

**I. SCOPE OF WORK:** Contractor shall provide all labor, materials, tools, etc. required to provide the County with Compellent Hardware, Software Licenses and Support Services in accordance with the following.

**II. MINIMUM REQUIREMENTS**

**A.** Contractor must be an authorized reseller or dealer of Compellent products.

**III. CONTRACTOR REQUIREMENTS:**

**B. Product Support**

Contractor shall

1. Provide onsite replacement support, updates, documentation updates.
2. Ensure support requests are documented and maintained.
3. Ensure cases are assigned a severity level based upon the criticality of the issue reported, allowing Contractor to focus on the most critical issues and work them until resolved satisfactory.
4. Ensure available resources are available to resolve customer problems as quickly as possible, including escalation to management, involvement of engineering resources, etc.
5. Monitor call progress to ensure that appropriate action is being taken.
6. Ensure support is available around the clock to provide escalation and assist as necessary.
7. Provide onsite for activity related to hardware failure, or an activity deemed necessary to restore the product to a satisfactory condition.
8. Maintain support center as specified below:
  - a. **24x7 w/ Priority Onsite Support:** 24x7x365 support center availability, 24x7 priority onsite technician response time (4, 8 or 24 hours), 24x7 priority parts delivery with spare parts stored at a local depot.
  - b. **24x7 w/ Normal Business Day (NBD) Onsite Support:** 24x7x365 support center availability, 24x7xNBD onsite technician response time, spare parts delivered next business day.
  - c. **24x7 w/ Support Center Only Support:** 24x7x365 support center availability, no onsite technician response time, no spare parts stored at a local depot, and parts are supported as warranty only with ground shipping.
  - d. **24x7 w/ Support Center Only & Expedited Parts Support:** 24x7x365 support center availability, no onsite technician response time, no spare parts stored at a local depot, and parts are supported as warranty only with expedited shipping.
  - e. **9x5 w/ NBD Onsite Support:** M-F, 9x5 support center hours, 9x5xNBD onsite technician response time, spare parts delivered next business day.
9. Provide a response time for onsite replacement by location zone of the installed hardware.
10. Provide to the County, at no additional charge, enhancements to improve the operation and/or reliability of products.
11. Ensure Solid State Drive (SSD) onsite replacement will be covered via next business day only.

**C. Services**

Contractor shall

1. Provide 7 x 24 call center support related to remedial activities due to equipment failure, or activities related to operational use of the equipment.
  - a. Phone Number: **TBD**
  - b. Email: **TBD**
2. Ensure service calls are monitored to ensure timely resolution of incidents, and to ensure appropriate action is taken to minimize business interruption for County.
3. Ensure service incidents are assigned a severity level based upon the criticality of the issue reported, allowing Contractor to focus on the most critical issues and work them until they are resolved.
4. Ensure support centers have available many resources at their disposal to resolve problems as quickly as possible.
5. Ensure service is available around the clock to provide escalation and assist as necessary.
6. Provide on-site equipment replacement assistance or other services for any activity related to equipment failure, or any activity deemed necessary to restore the equipment to a satisfactory condition.
7. Ensure response time for onsite equipment replacement assistance is determined by location (zone coverage) of the installed hardware. Zone Coverage is determined by the distance between the service point and the install point.
  - a. **Zone 1** - is within 75 miles of a service point and includes a standard 4 hour onsite response for equipment replacement assistance.
  - b. **Zone 2** - is within 76 to 150 miles of a service point and includes a standard 8 hour onsite response for equipment replacement assistance.
  - c. **Zone 3**- is greater than 151 miles of a service point. On-site response time for equipment replacement assistance is mutually agreed between Contractor and County at the time of call.
8. Provide replacement parts on a cross ship - exchange basis, or on-site exchange.

**D. Install Point Locations**

1. **TBD**
2. **TBD**

**ATTACHMENT B  
CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is a firm, fixed-price Contract between the County and Contractor to provide Compellent Hardware, Software, Licenses and Support Services, as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance requirements and taxes 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 be compensated as set forth herein below regardless of the extent to which any and all support are provided.

- II. PRICING:** Payment shall be made in accordance with the provisions of this Contract. Payment shall be as follows:

**a.**

Line	Part Number	Description	Qty	Unit Price	Total Price
<b>HARDWARE</b>					
1	CT-SC040-MTCH	Support, 24x7, Dell/Compellent Series 40, 3U	2	\$	\$
2	EN-SA2X16-MTCH	Support, 24x7, Dell/Compellent SATA Enclosure, 2Gb	1	\$	\$
3	EN-SAS6-1235-MTCH	Support, 24x7, Dell/Compellent 3.5" 6Gb SAS Enclosure (EBOD)	2	\$	\$
4	EN-SB2X16-MTCH	Support, 24x7, Dell/Compellent SBOD Enclosure, 2Gb	2	\$	\$
5	EN-SB4X16-MTCH	Support, 24x7, Dell/Compellent 3.5" 4Gb FC Enclosure (SBOD)	2	\$	\$
6	DS-SAS6-35-2000X7K2	2TB, SAS, 6Gb, 7.2K HDD	24	\$	\$
7	EN-SAS6-1235 2	Enclosure, SAS, 6Gb, 3.5" 12-bay	2	\$	\$
<b>SOFTWARE</b>					
8	SW-DAPR-BASE-MTCS	Support, 24x7, SW, Data Progression Base License	1	\$	\$
9	SW-DAPR-EXP-MTCS	Support, 24x7, SW, Data Progression Expansion License	10	\$	\$

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10	SW-DCNT-BASEMTCS	Support, 24x7, SW, Dynamic Controllers Base License	1	\$	\$
11	SW-DCNT-EXP-MTCS	Support, 24x7, SW, Dynamic Controllers Expansion License	10	\$	\$
12	SW-DIRP-BASE-MTCS	Support, 24x7, SW, Data Instant Replay Base License	1	\$	\$
13	SW-DIRP-EXP-MTCS	Support, 24x7, SW, Data Instant Replay Expansion License	10	\$	\$
14	SW-DYNC-BASE-MTCS	Support, 24x7, SW, Dynamic Capacity Base License	1	\$	\$
15	SW-DYNC-EXP-MTCS	Support, 24x7, SW, Dynamic Capacity Expansion License	10	\$	\$
16	SW-RIRA-BASE-MTCS	Support, 24x7, SW, Remote Instant Replay Base License	1	\$	\$
17	SW-RIRA-EXP-MTCS	Support, 24x7, SW, Remote Instant Replay Expansion License	10	\$	\$
18	SW-RMSV-EN-MTCS	Support, 24x7, SW, Replay Manager License	1	\$	\$
19	SW-SCOS-BASE-MTCS	Support, 24x7, SW, Storage Center Core Base License	1	\$	\$
20	SW-SCOS-EXP-MTCS	Support, 24x7, SW, Storage Center Core Expansion License	10	\$	\$
21	SW-DCNT-EXP	SW, Dynamic Controllers Expansion License	2	\$	\$
22	SW-DIRP-EXP	SW, Data Instant Replay Expansion License	2	\$	\$
23	SW-DYNC-EXP	SW, Dynamic Capacity Expansion License	2	\$	\$
24	SW-RIRA-EXP	SW, Remote Instant Replay (Async & Sync) Exp License	2	\$	\$
25	SW-SCOS-EXP	SW, Storage Center Core Expansion License	2	\$	\$
26	SW-VIRP-EXP	SW, Virtual Ports Expansion License	2	\$	\$
27	CONV-KIT-ENC-SAS35-UPG	Conversion Kit, Enclosure, SAS 3.5" Drives, Upgrade Order	2	\$	\$

		CORD,PWR,250V,10A,6',C13/ C14 – qty 4  6Gb SAS Cable, 0.5M – qty 4  6Gb SAS Cable, 2M – qty 4			
28	PS-1003-C	Implementation/Knowledge Transfer	1	\$	\$

b. TOTAL CONTRACT AMOUNT SHALL NOT EXCEED: \$ LEAVE BLANK

III. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of the Contract. All price decreases will automatically be extended to County.

IV. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

V. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. **PAYMENT TERMS:** Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements. 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.

Should the Contract be terminated prior to the expiration date, Contractor shall promptly refund to County one twelfth (1/12) of the Support Fees paid in advance for the terminated services for each month remaining in the Contract period which shall be computed based upon the date of written notice of termination.

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.

VII. **INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above
- c. Name of County agency/department
- d. Delivery/service address
- e. Contract number
- f. Service Date



- g. Description of Services
- h. Total
- i. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

OC Public Works  
Purchasing and Contract Services  
Attn: Accounts Payable  
300 N Flower St., 8<sup>th</sup> Fl.  
Santa Ana, CA 92703

Model Contract

*County of Orange, OC Public Works  
Bid Instructions*

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**I. GENERAL INFORMATION**

1. **Important Notice:** The County of Orange has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Purchasing Agent ("DPA") via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County's on-line bid system at: <https://www.bidsync.com>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the County DPA. The County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt by Bidder of all addenda. It is the responsibility of each Bidder to periodically check the County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**All questions or requests for interpretation must be received by the time and date specified on the bid cover page.**

2. **OC Public Works/Procurement Services regular business hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday.** OC Public Works/Procurement Services will be closed on the following County holidays for the remainder of this year:

**October 8, 2012**

**November 12, 22, 23, 2012**

**December 25, 2012**

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

**II. GENERAL INSTRUCTIONS AND PROVISIONS**

1. Before submitting a bid, bidders shall carefully examine the solicitation contents, including the Contract Terms and Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract.
2. **Bid Delivery:** All Bids, regardless of manner of delivery, must be placed in sealed envelopes and received by OC Public Works/Petty Cash Window, at the address specified below, at or prior to time and date specified on this IFB Cover Page, unless other instructions are provided herein. **Sealed envelopes must be marked clearly with the IFB number, date and time of the IFB closing.** It is the bidder's responsibility to verify that the closing date on the bid envelope matches the closing date of the bid. Only one bid submittal will be accepted per envelope. Bids may be submitted via mail or hand delivered and are to be addressed as follows:

Re: **IFB: No. 080-593463:**  
**Compellent Hardware, Software, Licenses and Support Services**

Attn: Helen Hernandez c/o OC Public Works/Procurement Services/Petty Cash Window  
County of Orange, OC Public Works/Procurement Services

**County of Orange, OC Public Works  
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300 N. Flower Street, 8<sup>th</sup> Floor  
Santa Ana, CA 92703-5000

***All bids, regardless of the manner of delivery, are due no later than the due date and time specified within this solicitation. Late bids will not be accepted regardless of the reason. Mailed bids must be received by OC Public Works and must be date and time-stamped by receptionist, at or prior to 4:00 p.m. on the date bids are due.***

- i. **Hand-Delivered bids** must be received by OC PUBLIC WORKS/PROCUREMENT SERVICES/PETTY CASH WINDOW, 300 NORTH FLOWER STREET, SUITE 838, SANTA ANA, CA 92703; DO NOT LEAVE BIDS AT ANY OTHER DEPARTMENT LOCATED AT OC PUBLIC WORKS. All hand delivered bids must be time and date stamped by the OC PUBLIC WORKS/PROCUREMENT SERVICES /PETTY CASH WINDOW on or before the date bids are due. Receipts are available upon request.
  - ii. **Facsimile/faxed and e-mail bids are not allowed.**
3. **If awarded the bid, Contractor will be required to submit the following:**
- |                    |  |
|--------------------|--|
| i. Insurance       | Certificate(s) of Insurance including additional Insured Endorsement(s) (see Section IV, article #28)  |
| ii. Exhibit 1      | Company Profile & References   |
| iii. Exhibit 2     | County of Orange Child Support Enforcement Certificate requirements  |
| iv. W-9            | Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s)  |
| v. Signed Contract | Awarded Bidder will be required to sign a contract upon award. If contractor is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation. |
4. **Bid Cover Page:** The Cover Page of a responsive bid must include the date and company legal name and must be signed by person(s) with authority to bind the Bidder. If the Bidder is a corporation, then the signature of two corporate specific officers are required as follows: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed bid submission is grounds for rejection of the bid and disqualification from further participation in this IFB process.
5. **Pricing (Attachment B):**
- i. Prices quoted shall be firm for the full term of the Contract.
  - ii. Bidder shall provide all-inclusive, firm fixed pricing, in accordance with the requirements of the Scope of Work for the full term of the Contract. **The bid**

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**price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. No additional compensation will be allowed.**

- iii. Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered. Bids that do not reference all addenda or that are not submitted on the prescribed forms may be rejected.
  - iv. The County will only consider firm price bids.
  - v. The net amount of profit will remain firm during the period of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.
  - vi. All price/rate decreases will automatically be extended to the County.
  - vii. Alternative bids will not be considered.
  - viii. Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of County.
6. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
7. **Company Profile & References (Exhibit 1):** Bidder shall utilize the forms provided in Exhibit 1 of this solicitation to satisfy this requirement.
8. Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.
9. The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by bidder in:
- i. Preparing its bid in response to this IFB;
  - ii. Submitting that bid to the County;
  - iii. Negotiating with the County any matter related to the bid; and,
  - iv. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
10. **Protests:** In the event a Respondent believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Respondent/Bidder believes that any resulting Contract would be commercially impractical to perform, the Respondent must file a written protest with the County DPA.
- a. **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:
- i. The name, address and telephone number of the protester;

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- ii. The signature of the protester or the protester's representative;
- iii. The solicitation or contract number;
- iv. A detailed statement of the legal and/or factual grounds for the protest; and
- v. The form of relief requested.

**b. Protest of Bid/Proposal Specifications:**

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

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

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

**i. Protest Process**

- 1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the County DPA, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- 2. Upon receipt of a timely protest, the County DPA will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- 3. 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.
- 4. If the protester disagrees with the decision of the County DPA, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

**ii. Appeal Process**

- 1. If the protester wishes to appeal the decision of the County DPA, the protester must submit, within three (3) business days from receipt of the County DPA's decision, a written appeal to the Office of the County Purchasing Agent.
- 2. 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.

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3. 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.

**11. Acceptance/Rejection/Award**

- i. **Bids are not to be marked as confidential or proprietary.** The County may refuse to consider any bid so marked. Bids submitted in response to this IFB may become subject to public disclosure. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- ii. Bid packages will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- iii. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.

**1. Please take notice, non-acceptance of County of Orange terms and conditions may deem a bid non-responsive. The County will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**

- iv. The lowest responsive, responsible bid(s) may be subject to further negotiations.
- v. Final award determination based upon the lowest responsive, responsible bid, may also include a review of successful bidder's qualifications, experience, and resources; bidder's ability to meet the requirements and perform the services specified in this solicitation; bidder's references and past performance; and bidder's acceptance of County of Orange terms and conditions.
- vi. By submitting a response to this solicitation, bidders agree to accept the decision of the County DPA as final.
- vii. Awarded Bidder will be required to sign a contract upon award. If contractor is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

**12. Rights Reserved to County:** The County reserves the right to:

- i. Waive, at its discretion, any irregularity or informality, which the County deems correctable or otherwise not warranting rejection of the bid.
- ii. The County reserves the right, at its sole discretion, to make multiple awards to bidders for services requested in this solicitation.
- iii. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require;
- iv. Negotiate the final Contract with the lowest, responsive and responsible bidder or bidders as necessary to serve the best interests of the County;

**County of Orange, OC Public Works  
Bid Instructions**

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**IFB-080-593463**

- v. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any bidder responding to this solicitation;
- vi. Award its total requirements to one bidder or to apportion those requirements among two or more bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; “all-or-none” bids will not be accepted unless in the best interest of the County.

### **III. COUNTY OF ORANGE CHILD SUPPORT AND W-9 REQUIREMENTS**

1. **Orange County Child Support:** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected contractor agrees to furnish the required contractor data and certifications to the contract administrator, the County DPA, or the agency/department deputy purchasing agent:
  - A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
  - C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment may result in the Contract being awarded to another contractor, or in the event a Contract has been issued, shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

*(Upon award and County request, Contractor shall utilize the forms provided in Exhibit 2 of this solicitation to satisfy this requirement)*

2. **Department of the Treasury, Internal Revenue Service Form W-9 Requirement:** Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8.

## Question and Answers for Bid #080-593463 - Compellent Hardware, Software, Licenses and Support Services

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Oct 2, 2012 4:00:00 PM PDT