

Solicitation 042-537841-RT
HP SERVERS AND STORAGE EQUIPMENT



County of Orange

Bid 042-537841-RT HP SERVERS AND STORAGE EQUIPMENT

Bid Number 042-537841-RT
Bid Title HP SERVERS AND STORAGE EQUIPMENT

Bid Start Date Oct 2, 2012 12:06:20 PM PDT
Bid End Date Oct 9, 2012 4:00:00 PM PDT
Question & Answer
End Date Oct 4, 2012 10:00:00 AM PDT

Bid Contact Roland Tabangin
rtabangin@ochca.com

Standard Disclaimer The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

Description

THE COUNTY OF ORANGE /HEALTH CARE AGENCY IS REQUESTING COMPETITIVE BIDS FOR THE PURCHASE OF HP SERVERS AND STORAGE EQUIPMENT FOR THE IRIS SYSTEM UPGRADE.

CONTRACTOR MUST BE AN HP ENTERPRISE AUTHORIZED PARTNER WHO IS AUTHORIZED TO SELL IN SOUTHER CALIFORNIA.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, IN WHOLE OR IN PART, TO WAIVE ANY INFORMALITY IN ANY BID, AND TO ACCEPT THE BID WHICH IN ITS DISCRETION, IS IN THE BEST INTEREST OF THE COUNTY.

ALL QUESTIONS OR CLARIFICATIONS RELATING TO THIS BID MUST BE POSTED ON WWW.BIDSYNC.COM.

RESPONSIVE BIDS SHALL INCLUDE THE FOLLOWING COMPLETED PAGES:

1. SIGNED COVER PAGE WITH AUTHORIZED SIGNATURES
2. BID PRICING FOR ITEMS (ATTACHMENT B)
3. COMPANY PROFILE (EXHIBIT 1)
4. REFERENCES (EXHIBIT 2)

**INVITATION FOR BID
BID MUST BE RECEIVED
PRIOR TO 4:00 p.m.**



October 9, 2012

DATE/TIME

042-541339-RT

BID NUMBER

COUNTY OF ORANGE

Health Care Agency
Purchasing Department
200 W. Santa Ana Blvd., Ste. 650
Santa Ana, CA 92701
(714) 834-3151

Date: October 2, 2012

COVER PAGE

INVITATION FOR BID

FOR OFFICE USE ONLY
Date/Time Stamp

The County of Orange Health Care Agency Purchasing, hereinafter referred to as ("County"), is requesting competitive bids for the purchase of HP Servers and storage equipment for the IRIS application upgrade.

Contractor's goods and/or services shall be provided in accordance with the requirements herein, inclusive of the Scope of Work attached hereto and incorporated herein by this reference as Attachment A.

Proposed contract shall be effective: Upon receipt of all necessary signatures and contingent upon the County Board of Supervisors approval of the service requested for the maintenance of the current IRIS project.

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

BID CLOSES AT 4:00 p.m. (Pacific Standard Time) on October 9, 2012.

<input type="checkbox"/> I have read and understand and agree to the terms and conditions herewith and I am submitting a response and concurrence to this solicitation.		
OR		
<input type="checkbox"/> I prefer not to submit a bid in response to this solicitation per the reason(s) given below.		
Company Name: _____		
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title
Reason(s) _____		

- If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

RETURN THIS SHEET WITH YOUR RESPONSE

IMPORTANT NOTICE

The County does not guarantee that you will receive addenda to this solicitation. Prospective bidders should review the Bidsync.com internet site for notice of addenda. It is the responsibility of prospective bidders to request all additional information/modifications to this solicitation.

For information or questions concerning this Invitation for Bid (IFB) and/or any addenda, contact ROLAND TABANGIN at RTABANGIN@OCHCA.COM.

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

I. GENERAL INFORMATION

1. HCA Purchasing 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.
2. HCA Purchasing will be closed for the following County holidays during the bidding cycle: October 8, 2012, Columbus Day.
3. All bids received by the County and opened shall be public record. All such bids will be available for review by any member of the public, in accordance with the California Public Records Act. Appointments must be made with the County’s assigned buyer for review of bids.

II. INSTRUCTIONS - GENERAL

1. This IFB consists of the following items and sections:

<u>Items</u>	<u>Page(s)</u>
Cover Page	1
General Information.....	2-6
Model Contract.....	7-33
 <u>Attachments</u>	
A. Scope of Work.....	24
B. Bid Pricing & Specifications.....	25-31
C. Compensation	32-33
 <u>Exhibits</u>	
1. Company Profile	34
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3. County of Orange Child Support Requirements.....	36-38

RESPONSIVE BIDS SHALL INCLUDE THE FOLLOWING COMPLETED PAGES:

<u>Bid Items</u>	<u>Page(s)</u>
1. Cover Page Signed and dated by authorized company representatives	1
 <u>Bid Items</u>	
Attachment B Bid Pricing & Specifications	25-31
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Exhibit 3 County of Orange Child Support Requirements	36-38

Note: Completion of Child Support paperwork will be required of the winning bidder only.

Bids must be provided for each item separately; “all-or-none” bids will not be accepted unless in the best interest of the County.

2. Out-of-state contractors must include California sales tax permit number.
3. All bids must be received by HCA Purchasing and time and date-stamped on the outside of the package by the receptionist of HCA Purchasing prior to 4:00 p.m. on the date bids are due. It is the bidder's responsibility to ensure that delivery is made to the HCA Purchasing lobby at the address below by the due date and time specified herein and to the following address:

**Health Care Agency – Purchasing
Attn: ROLAND TABANGIN
200 W. Santa Ana Blvd., Ste. 650
Santa Ana, CA 92701-4134
IFB #042-537841-RT HP Servers and Storage Equipment**

Once in the lobby you must have an HCA Purchasing employee accept your bid response. If the receptionist is not available, you must use the lobby courtesy phone to contact an HCA Purchasing employee. A delivery confirmation is available upon request.

Bids received after 4:00 p.m. on the date bids are due will not be accepted. Late bids shall not be accepted for any reason.

4. All envelopes containing mailed bids must be marked with the solicitation number and date and time of the bid 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.
6. The County has attempted to provide all information available. It is the responsibility of each bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the solicitation documents or finds discrepancies in or omissions from the drawings or specifications, he/she may submit a written request to ROLAND TABANGIN, by email at RTABANGIN@OCHCA.COM unless otherwise directed, for interpretations thereof or corrections thereto. The person submitting the request will be responsible for its prompt and timely submission. Any questions or requests for interpretations or clarifications shall be requested in writing via BidSync at www.BidSync.com no later than **October 4, 2012 by 10:00 a.m. Pacific Standard Time.**

If County, in its sole discretion determines that clarification of the IFB is considered necessary, a written addendum shall be issued. Oral statement(s) concerning the meaning of the contents of this IFB by any person is unauthorized and invalid. All inquiries concerning this IFB should be directed to the e-mail address set forth above.

7. 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.
8. 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 any 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 the 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.

III. INSTRUCTIONS - PROTEST

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:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or protester's authorized representative;
3. The solicitation number or contract number;
4. A detailed statement of the legal and/or factual grounds of the protest; and
5. The form of relief requested.

Protest of IFB Specifications

All protests related to this IFB specifications must be submitted to the assigned buyer no later than five (5) business days prior to the close of the IFB. 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, protester must still submit a bid prior to the close of the solicitation in accordance with the IFB submittal procedure provided in the bid.

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

Protest Process

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the assigned buyer, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the assigned buyer 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 assigned buyer, the protester may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process

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

1. 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 its decision on whether the protest shall be forwarded to the Procurement Appeals Board.
2. The decision of the County Purchasing Agent on whether to allow appeal to forward will be final and there shall be no right to any administrative appeals of this decision.

In the event the County Purchasing Agent determines that a hearing is to be convened, the protester and the County agency department will be given at least ten (10) days written notice of the hearing date, time and location. No postponement of the hearing shall be granted unless good cause is shown by the Party seeking the postponement. Whether or not good cause exists shall be in sole discretion of the County Purchasing Agent.

It will be the purpose of the Procurement Appeals Board to determine whether a solicitation or contract award is in accordance with applicable case law, statutes, code, County ordinances, policies and procedures, and accepted standards of fairness and ethics. The decision of the Procurement Appeals Board will be final and there shall be no right to further protest or appeal to the Board of Supervisors.

IV. RIGHTS RESERVED TO COUNTY

The County reserves the right to:

1. Accept or reject in whole or in part any or all bids at its sole discretion and to solicit for new bids, as the best interest of the County may require;
2. Award final contract to the lowest, responsive, responsible bidder or bidders as necessary to serve the best interests of the County. Final award determination will be based on the lowest responsive, responsible bid, but is contingent upon agency/department approval, which will include a review of qualifications. Bidder must have met all the qualifications/requirements set forth herein, and references specified in this solicitation;
3. Withdraw in part or in its entirety this IFB at any time without prior notice;
4. 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;
5. The County makes no guarantee as to the usage of the services by the County. The County furthermore makes no representation that any contract will be awarded to any bidder responding to this IFB;
6. All bids received may be considered public records after opening. Bids are not to be marked as confidential or proprietary. Bids 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;
7. The County reserves the right to waive, in its discretion, any irregularity or informality which the County deems correctable or otherwise not warranting rejection of the bid;
8. The County reserves the right to perform facilities inspections prior to award;
9. By participating in this solicitation, bidders agree to accept the award decision by the County's Purchasing Agent as final.

V. SPECIAL REQUIREMENTS

1. Bidders may be required to present satisfactory evidence that they have been regularly engaged in the business of providing services required by this solicitation or are reasonably familiar therewith and that they are fully prepared with the necessary capital, materials and machinery as may be required or specified in this solicitation to complete the work to be contracted to the satisfaction of the County.
2. Bidders may be required to provide information regarding and/or proof of the number of years they have provided the services requested in this solicitation.

3. Bidders may be required to show proof of qualifications and/or certifications required of staff specified in this solicitation.
4. By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the services required under this IFB and that it is capable of providing the services to achieve the County's objectives.
5. Each bidder must submit its bid in strict accordance with all requirements of this IFB. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for the County's consideration.

VI. PRICING

1. Prices quoted shall be firm for the full term of the contract.
2. The County gives preference to firm price bids. All price escalation provisions will be considered alternate bids. Bids specifying a maximum escalation percentage during the period of the contract will be given preference over those offering unspecified price escalations. The County requires bona fide proof of cost increases prior to any price escalation adjustment. A minimum of thirty (30) days' advance notice in writing is required to secure such adjustments. When offering escalating price bids, bidders must quote applicable labor and material prices separately as to percentage of total cost.

No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing contractor's profit will not be allowed.

3. All decreases will be automatically extended to the County.



MODEL CONTRACT
CONTRACT NO. TBD

FOR

**HP SERVERS AND STORAGE EQUIPMENT
FOR IRIS UPGRADE**

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

TBD

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**CONTRACT NO. TBD
FOR
HP SERVERS AND STORAGE EQUIPMENT
FOR IRIS UPGRADE**

This Contract Number ___(TBD)___ (hereinafter "Contract") is made and entered into upon execution of all necessary signatures between ___(TBD)_____ with a place of business at _____(hereinafter "Contractor") and the County of Orange Health Care Agency, (hereinafter "County"), with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, the County of Orange issued an Invitation for Bid (IFB) for HP Servers and storage equipment; and

WHEREAS, the Contractor responded and represented that its proposed goods and services shall meet or exceed the County's requirements and specifications of the IFB; and

WHEREAS, the County has authorized the Purchasing Agent or designee to enter into a Contract for obtaining said goods and services; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, its Attachments and Exhibits, when accepted by the Contractor either in writing or by 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 by County's Purchasing Agent or designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions,

alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. 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 and or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other 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 therefor; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **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 (zero) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible 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, 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:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automotive Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- b. A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the county shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County 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, 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 thirty (30) days notice in the event of cancellation and ten (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 001 policy).

Insurance certificates and endorsements shall be forwarded to HCA/Purchasing, 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701.

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

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County 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.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" 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.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required, under terms of sale or other transfer, to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies.

- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" 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.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefor, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any 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.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of its 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 it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing it, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

FF. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of its respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for 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.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services. The detailed Scope of Work is fully set forth in Attachment A and incorporated herein by reference.
2. **Term of Contract:** This Contract shall be in effect for six (6) months unless terminated by the Parties in accordance with Article 5, 6, and 7.
3. **Precedence:** The Contract documents consist of this Contract, its Attachments and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract (such as those provisions set forth in the Recitals and Articles of this Contract), then the Attachments, and then the Exhibits.

4. **Pricing Structure:** The Contractor agrees that no price/fee increases shall be passed along to the County during the term of this Contract. Contractor may discount said prices anytime during the term of the Contract.
5. **Subject to Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty to the County.
6. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

7. **Termination:**

A. Termination - Default

If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this Contract.

The right of either Party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

B. Termination - Orderly

After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

8. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 *et seq.*
9. **Notices:** Any and all notices, requests, demands and other communications called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the term

of the Contract and except as otherwise provided herein, and shall be deemed to have been duly given (a) upon actual delivery, if delivery is made in person; or (b) upon delivery agreed to as the actual day of receipt or no more than four (4) calendar days after being mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate Party (the date of mailing shall count as the first day), whichever occurs first. All notices shall be delivered to the following address or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor:	Name: <u>TBD</u> Attention: Address: Telephone: Facsimile: E-mail:
For County:	Name: County of Orange HCA - Purchasing Attention: Roland Tabangin Address: 200 W. Santa Ana Blvd., Ste. 650 Santa Ana, CA 92701 Telephone: (714) 834-7674 Facsimile: (714) 834-2657 E-mail: Rtabangin@ochca.com
CC:	Name: County of Orange HCA/ Information & Technology Attention: Doug Phan, Project Manager Address: 200 W. Santa Ana Blvd., 10 th Fl. Santa Ana, CA 92701 Telephone: (714) 834-7401 E-mail: DPhan@ochca.com

10. Disputes – Contract: If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by the Contractor's representative and the County's buyer, such matter shall be brought to the attention of the County's Purchasing Agent or designee for resolution. If resolution of the dispute cannot be reached through this procedure, either Party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction.

The County and the Contractor agree that in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract which are not affected by the dispute.

11. Breach – Sanctions: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- B. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- C. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above items.

12. **Audit:** The County's duly authorized representative shall have access, at all reasonable times, to all reports, Contract records, documents, files, and personnel necessary to audit and verify the Contractor's charges to the County hereunder. The Contractor agrees to retain all reports, records, documents, and files related to charges hereunder, (collectively the "Records"), for a period of three (3) years following the date of final payment for the Contractor's services hereunder. The County reserves the right to audit and verify the Contractor's records at any time during this retention period. The County's representatives shall have the right to reproduce any of the aforesaid documents.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

13. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.

14. **County of Orange Child Support Enforcement Requirements:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the assigned buyer, 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 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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

15. **Work Performed per Specifications – Exceptions:** All work will be performed in accordance with the Scope of Work, Attachment A. Should any exceptions be necessary, these exceptions will be negotiated and must be mutually agreed to by both Parties and noted in writing in the resultant contract.
16. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized or paid for without prior written approval of the County assigned buyer.

17. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County assigned buyer.
18. **Subcontracting:** No performance of this Contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any subcontractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the subcontractor in matters related to the performance of this Contract. All work must meet the approval of the County.
19. **Parking for Delivery Services:** The County will not provide free parking for delivery services.
20. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
21. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
22. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or

other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c) that every employee who works under this contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this contract.

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

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

24. Compliance With County Information Technology Policies and Procedures

Policies and Procedures

Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract including, but not limited to Contractor shall cooperate with the

Enhanced Security Procedures

County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing Contractor shall comply with the following:

Security and Policies

All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other in appropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

The County may require all Contractor personnel performing services under this Contract to execute confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the Performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

Security Audits

Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

(Signature Page Follows)

SIGNATURE PAGE

(Signatures not required at this time)

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

CONTRACTOR*

Print Name Title

Signature Date

Print Name Title

Signature Date

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

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

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

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

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

Leila Garcia Procurement Manager

Print Name Title

Signature Date

ATTACHMENT A

SCOPE OF WORK

The County of Orange Health Care Agency (HCA) is in need of new Hewlett Packard servers and storage equipment to upgrade the existing IRIS system. The Contractor shall meet the following requirements.

Contractor Responsibilities:

- Contractor shall be an **HP Enterprise Authorized Partner** that is authorized to sell listed products in the County of Orange, California.
- Contractor shall provide the specified HP servers and equipment with the specifications listed in Attachment B, Equipment Specifications.
- All items shall be **new** with no substitutions of equipment, services, or software allowed.

Delivery:

- Contractor shall arrange for delivery of the hardware/equipment to HCA's designated placement location at the HCA-Information Technology Data Center located at 1400 S. Grand Avenue, Santa Ana, CA 92705-4400.
- Contractor shall deliver equipment within three (3) weeks after a Purchase Order has been issued by the County.
- Upon delivery, Contractor shall make arrangements with HCA's Project Manager to arrange onsite installation, configuration, and testing.
- County Information Technology staff will verify and complete the installation of equipment together with the Contractor.

Contractor shall submit an invoice for a lump sum payment for the purchase of the equipment upon completion of delivery and installation of the HP Servers and storage equipment. All shipping, freight, and delivery charges shall be calculated by Contractor and shall be added to the lump sum payment submitted in one single invoice to the County. Upon payment of equipment, County shall have ownership of the HP Servers and equipment listed in Attachment B.

HCA's designated Project Manager is Douglas Phan, Network Services Manager. As Project Manager, he shall be the primary contact between Contractor and HCA relative to this project and shall have the authority to act in behalf of HCA in matters regarding this project.

ATTACHMENT B

**BID ITEMS
FOR
HP SERVERS AND STORAGE EQUIPMENT SPECIFICATIONS**

1. All items shall be NEW (no refurbished, remanufactured, or previously sold items will be accepted). Servers must come assembled with respective parts and not in pieces.
2. No substitutions will be accepted.
3. Please place quote amounts in all highlighted areas. If tax is not applicable, please put 0
4. Submit an electronic copy of ATTACHMENT B on a thumbdrive.(Mandatory)
5. Failure to respond to any and all of the requested information shall be cause for rejection of bid submission.

Bidder Name: _____

EQUIPMENT LIST

ELECTRONIC HEALTH RECORD HARDWARE FOR MM			
Line #	Part Number	Description	Quantity Each
1	BN24Q-03	Unshielded Twisted Pair 100BaseT or 10Base T Crossover	2
2	481043-B21	HP - Disk drive - DVDRW - 8x - Serial ATA - internal	2
3	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	2
4	534562-B21	HP 1G Flash Backed Cache	2
5	633407-001	HP ProLiant DL380 G7 Base - 1xE5645 2.4GHz 6C 6GB	2
6	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	8
7	500656-B21	HP - Memory - 2 GB - DIMM 240-pin - DDR3 - 1333 MHz	2
8	500658-B21	HP - Memory - 4 GB - DIMM 240-pin - DDR3 - 1333 MHz	4
9	AE312A	HP FC1242SR 4Gb PCI-E DC HBA	4
10	BN24Q-03	Unshielded Twisted Pair 100BaseT or 10Base T Crossover	2
11	481043-B21	HP - Disk drive - DVDRW - 8x - Serial ATA - internal	2
12	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	2
13	534562-B21	HP 1G Flash Backed Cache	2
14	633407-001	HP ProLiant DL380 G7 Base - 1xE5645 2.4GHz 6C 6GB	2
15	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	8
16	AE312A	HP FC1242SR 4Gb PCI-E DC HBA	2
17	500656-B21	HP - Memory - 2 GB - DIMM 240-pin - DDR3 - 1333 MHz	2
18	500658-B21	HP - Memory - 4 GB - DIMM 240-pin - DDR3 - 1333 MHz	4
19	AF573A	HP - Power cable - EN C13 (F) - EN C14 (M) - 6.6 ft	1
Subtotal (Lines 1 – 19)			\$
Applicable Tax (if any) @ 7.75%			\$

*Total including Tax			\$
MAINTENANCE			
Line #	Part Number	Description	Quantity Each
20	U8084E	CARE PACK 5YR 4-Hour, 24x7 Onsite, HW Support DL380 Family	4
Subtotal (Line 20)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

ELECTRONIC HEALTH RECORD HARDWARE FOR PROD EXPANSION			
Line #	Part Number	Description	Quantity Each
21	AD361C	HP BLc7000 BCS CTO Enclosure	1
22	AH383A	HP Integrity BL870c i2 c7k Server Blade	2
23	AH383A 001	HP BL870c i2 c7k Odd Slot Server Blade	2
24	AH383A 0D1	Factory integrated	2
25	AH388A	HP BL8x0c i2 Itanium 9350 4c Proc Kit	8
26	AH388A 0D1	Factory integrated	8
27	AM327A	HP BL8x0c i2 8GB(2x4GB) PC3-10600R-9 Kit	16
28	AM327A 0D1	Factory integrated	16
29	447883-B21	HP BLc NC364m NIC Adapter Opt Kit	2
30	447883-B21 0D1	Factory integrated	2
31	451871-B21	HP BLc QLogic QMH2562 8Gb FC HBA Opt	4
32	451871-B21 0D1	Factory integrated	4
33	456204-B21	HP BLc7000 DDR2 Encl Mgmt Option	1
34	456204-B21 0D1	Factory integrated	1
35	413379-B21	HP BLc7000 1 PH FIO Power Module Opt	1
36	581286-B21 0D1	Factory Integrated	4
37	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	4
38	AJ821A	Brocade 8Gb SAN Switch 8/24c - Switch - 8Gb Fibre Chan	4
39	AJ821A#0D1	Factory integrated	4
40	AJ716A	HP 8Gb Shortwave B-series FC SFP+ 1 Pack	8
41	AJ716A#0D1	Factory integrated	8
42	AJ716B	HP 8Gb Short Wave B-Series SFP+ 1 Pack	8
43	AJ716B#0D1	Factory integrated	8
44	451439-B21	Cisco Catalyst 3120X Blade Switch - Switch - 4 ports	4
45	451439-B21#0D1	Factory integrated	4
46	252663-B24	HP 16A High Voltage Modular PDU	1
47	252663-B24	HP 16A High Voltage Modular PDU	1
48	517521-B21	HP 6X 2400W GOLD Ht Plg FIO Pwr Sply Kit	1
49	413379-B21	HP BLc7000 1 PH FIO Power Module Opt	1
50	517520-B21	HP BLc 6X Active Cool 200 FIO Fan Opt	1
51	AF593A	HP 3.6m C19 Nema L6-20P NA/JP Pwr Crd	2

52	CVR-X2-SFP10G	X2 to SFP+ converter module	8
53	AP783A	SFP+ 10Gb SR	8
Subtotal (Lines 21 – 53)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$
SOFTWARE			
Line #	Part Number	Description	Quantity Each
54	BA930AA	HP-UX 11i v3 HA-OE Media	2
55	BA930AA AJR	DVD media	2
56	BA930AA A53	HP-UX 11i Version 3	2
57	BA930AA ABA	U.S. - English localization	2
58	TC400A	HP Intelligent Inft Analyzer SW LTU	4
59	BA930AC B01	Include with complete system	2
Subtotal (Lines 54 – 59)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

MAINTENANCE			
Line #	Part Number	Description	Quantity Each
60	HA110A5	HP 5y Support Plus 24 SVC	1
61	HA110A5 6Q6	Support - HW c7000 Blade Svr Enclosure 5yr	1
62	HA110A5 6Y2	BL870c i2 chassis HW 5yr Supp	2
63	HA110A5 6Y4	i2 Blade Tukwila proc HW 5yr Supp	8
64	HA110A5 85J	Brocade 4/12 and 4/24 SAN Switch Supp	4
Subtotal (Lines 60 – 64)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

PROFESSIONAL SERVICES			
Line #	Part Number	Description	Quantity Each
65	HA113A1	HP Installation Service	1
66	HA113A1#5BW	ProLiant Add On Options Installation SVC	2
67	HA113A1#57A	HP BCS C7000 Enclosure Install SVC	1
Subtotal (Lines 65-67)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

Note: Items for the Prod equipment (Lines 21 – 67) must be billed on a separate invoice

ELECTRONIC HEALTH RECORD HARDWARE FOR P2			
Line #	Part Number	Description	Quantity Each

68	654081-B21	HP DL360p Gen8 8-SFF CTO Chassis	4
69	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	4
70	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	4
71	663201-B21	HP Small Form Factor Ball Bearing Rail Kit - 1U	4
72	631681-B21	HP Flash Backed Write Cache - Flash mem module - 2 GB	4
73	684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit	4
74	652241-B21	HP - Disk drive - DVD-RW - Serial ATA - internal	4
75	HA113A1 5A0	Entry 300 Series HW Install SVC	4
76	654770-L21	HP Base Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	4
77	654770-B21	HP Addl Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	4
78	647897-B21	HP Low Power kit - Memory - 8 GB - DDR3 - 1333 MHz	16
79	AF556A	HP - Power cable - IEC 320 EN 60320 C13 - NEMA 5-15	8
80	AJ763A	HP StorageWorks 82E PCI-e FC Host Bus Adapter DualPort	8
81	652583-B21	HP Ent - HD - 600GB - 2.5in SFF - SAS-2 - 10K	16
82	654081-B21	HP DL360p Gen8 8-SFF CTO Chassis	1
83	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	1
84	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	1
85	663201-B21	HP Small Form Factor Ball Bearing Rail Kit - 1U	1
86	631681-B21	HP Flash Backed Write Cache - Flash mem module - 2 GB	1
87	684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit	1
88	652241-B21	HP - Disk drive - DVD-RW - Serial ATA - internal	1
89	654770-L21	HP Base Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	1
90	654770-B21	HP Addl Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	1
91	647897-B21	HP Low Power kit - Memory - 8 GB - DDR3 - 1333 MHz	4
92	AF556A	HP - Power cable - IEC 320 EN 60320 C13 - NEMA 5-15	2
93	AJ763A	HP StorageWorks 82E PCI-e FC Host Bus Adapter DualPort	2
94	652583-B21	HP Ent - HD - 600GB - 2.5in SFF - SAS-2 - 10K	4
Subtotal (Lines 68 – 94)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

MAINTENANCE			
Line #	Part Number	Description	Quantity Each
95	HA110A5 7G2	Proliant ServerDL36x HWSupport - 5 Years	4
96	HA110A5 7G2	Proliant ServerDL36x HWSupport - 5 Years	1
Subtotal (Lines 96- 97)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$
PROFESSIONAL SERVICES			
Line #	Part Number	Description	Quantity Each
98	HA113A1 5A0	Entry 300 Series HW Install SVC	1
Subtotal (Line 98)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

ELECTRONIC HEALTH RECORD HARDWARE FOR EA			
Line #	Part Number	Description	Quantity Each
99	641016-B21	HP BL460c Gen8 10Gb Fib CTO Blade	2
100	339778-B21	HP Raid Level Settings FIO - Raid 1	2
101	684212-B21	HP FlexFabric 10Gb 2P 554FLB FIO Adptr	2
102	662070-L21	HP BL460c Gen8 E5-2609 FIO Kit	2
103	647901-B21	HP Low Power kit - Memory - 16 GB - DDR3 - 1333 MHz	12
104	652589-B21	HP DualPort Ent - HD - 900GB - 2.5in SFF - SAS-2 - 10K	4
105	651281-B21	HP Fibre Channel 8Gb QMH2572 Adptr	2
106	651281-B21	HP Fibre Channel 8Gb QMH2572 Adptr	2
107	EW3Z0000525	NetScaler MPX 7500 Standard Edition	2
108	EW3Z0000590	NetScaler MPX (7500 9500 10500 12500) 450W AC Power Su	2
Subtotal (Lines 99-108)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

MAINTENANCE			
Line #	Part Number	Description	Quantity Each
109	HA110A5 7XE	BL4xxc Svr Bld HW Support - 5 Years	2
110	EW3Z0000525 -MNT	5 Year Gold Maintenance - Citrix NetScaler MPX-7500 St	2
Subtotal (Lines 109-110)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$
PROFESSIONAL SERVICES			

Line #	Part Number	Description	Quantity Each
111	HA113A1 5CY	c-Class Server Blade HW Install SVC	2
Subtotal (Line 111)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

ELECTRONIC HEALTH RECORD HARDWARE FOR DI

Line #	Part Number	Description	Quantity Each
112	481043-B21	HP - Disk drive - DVDRW - 8x - Serial ATA - internal	2
113	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	2
114	534562-B21	HP 1G Flash Backed Cache	2
115	633407-001	HP ProLiant DL380 G7 Base - 1xE5645 2.4GHz 6C 6GB	2
116	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	8
117	AE312A	HP FC1242SR 4Gb PCI-E DC HBA	4
118	500656-B21	HP - Memory - 2 GB - DIMM 240-pin - DDR3 - 1333 MHz	10
Subtotal (Lines 112 - 118)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

MAINTENANCE

Line #	Part Number	Description	Quantity Each
119	U8084E	HP Care Pack, 5 Years, 4 Hours, 24x7, ProLiant DL380	2
Subtotal (Line 120)			\$
Applicable Tax (if any) @ 7.75%			\$
*Total including Tax			\$

TOTAL SUMMARY

TOTAL OF SUBTOTAL :

\$

TOTAL OF TAX

\$

GRAND TOTAL

\$

NOTE: Maintenance required for the purchase of the above items shall start upon completion and certification that equipment has met all the testing requirements which shall be five (5) years thereafter.

ATTACHMENT C

COMPENSATION

I. COMPENSATION

This is a fixed-price Contract not to exceed the amount of **(\$TBD)** between the County and Contractor for HP Servers and equipment as provided in Attachment A, Scope of Work and Attachment B Pricing & Equipment Specifications.

The Contractor agrees to accept the specified compensation as full remuneration for delivering all goods and furnishing all staffing and materials called for, for any reasonably foreseen difficulties under the responsibility of the Contractor 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 of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to HP Servers and equipment as set forth more fully in Attachment B of this Contract.

II. PAYMENT TERMS

A. Terms

A lump sum payment of \$TBD (tax included) shall be payable in arrears upon completion of delivery and installation and receipt of invoice.

Invoice shall be payable within thirty (30) days after the County's Auditor-Controller's receipt of an approved invoice for services submitted in accordance with the terms set forth herein. The invoices must be verified and approved by the County and is subject to routine processing requirements of the County.

Payment 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 services.

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to the following address:

Health Care Agency: Procurement Office
200 W. Santa Ana Blvd., Ste. 650
Santa Ana, CA 92701-4134
Attn: ROLAND TABANGIN

2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:

- a. County Contract Number: (TBD)
- b. Contractor's Name (Name on invoice & W9 must match)
- c. Contractor's Federal I.D. Number and California Sales Tax Permit Number (for out of state firms)
- d. Description of services/goods
- e. Quantity of services/goods
- f. Unit cost of services/goods
- g. Total amount of payment requested
- h. Remittance Address

The responsibility for providing acceptable invoice(s) 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.

EXHIBIT 1

COMPANY PROFILE

Company Legal Name: _____

Company Legal Status (corporation, partnership, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

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

Years of experience: _____

Is your firm a sole proprietorship? Yes _____ No _____

If yes, Sole Proprietor's Social Security Number: _____

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 in reference to this solicitation: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Contact person in reference to this solicitation: _____

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: () _____

My company is an HP Enterprise Authorized Partner: Yes _____ No _____

EXHIBIT 2

REFERENCES

Contractor shall submit at least three (3) references or letter of references where similar work of similar size is currently in process or recently completed. Include name of firm, phone, name of the contact person, a brief work/project description, and completion date. These references will be checked and could affect the award of the Contract.

It is desirable that at least one reference be located in Orange County:

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Brief description of agreement/contract work or services provided: _____

Completion Date: _____

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Brief description of agreement/contract work or services provided: _____

Completion Date: _____

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Brief description of agreement/contract work or services provided: _____

Completion Date: _____

EXHIBIT 3**COUNTY OF ORANGE
CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to enhance the child support collection efforts of the County of Orange Child Support Services, all contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.
- If Contractor is doing business in a form other than as an individual: 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.

In addition, all contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and
- 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.

In order to comply with child support enforcement requirements of the County of Orange, within thirty (30) days of award of Contract, the Contractor agrees to furnish the required contractor data and certifications to the Contract Administrator, Purchasing Agent or the Agency/Department Deputy Purchasing Agent.

Information provided shall be transmitted to the Child Support Office, which has been charged with the establishment and enforcement of child support orders. Copies shall not be retained by the requesting agency.

Failure of the Contractor to 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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

EXHIBIT 3 (CONTINUATION)
CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

1. For an individual Contractor:

Name, date of birth, social security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

2. For 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 (if no individual owns 10 percent or more, write "N/A"):

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)

Child Support Enforcement Certificate

"I certify that **TBD** 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 No. **TBD** 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 sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract."

Signature* Name (Please Print)

Title Date

TBD

Company Name

TBD

Contract Number

***Two signatures required if a corporation.**

Signature* Name (Please Print)

Title Date

TBD

Company Name

TBD

Contract Number

ATTACHMENT B

**BID ITEMS
FOR
HP SERVERS AND STORAGE EQUIPMENT SPECIFICATIONS**

1. All items shall be NEW (no refurbished, remanufactured, or previously sold items will be accepted). Servers must come assembled with respective parts and not in pieces.
2. No substitutions will be accepted.
3. Please place quote amounts in all highlighted areas. If tax is not applicable, please put 0
4. Submit an electronic copy of ATTACHMENT B on a thumbdrive. (Mandatory)
5. Failure to respond to any and all of the requested information shall be cause for rejection of bid submission.

Bidder Name: _____

EQUIPMENT LIST

ELECTRONIC HEALTH RECORD HARDWARE FOR MM			
Line #	Part Number	Description	Quantity Each
1	BN240-03	Unshielded Twisted Pair 100BaseT or 10Base T Crossover	2
2	481043-B21	HP - Disk drive - DVDRW - 8x - Serial ATA - internal	2
3	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	2
4	534562-B21	HP 1G Flash Backed Cache	2
5	633407-001	HP ProLiant DL380 G7 Base - 1xE5645 2.4GHz 6C 6GB	2
6	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	8
7	500656-B21	HP - Memory - 2 GB - DIMM 240-pin - DDR3 - 1333 MHz	2
8	500658-B21	HP - Memory - 4 GB - DIMM 240-pin - DDR3 - 1333 MHz	4
9	AE312A	HP FC1242SR 4Gb PCI-E DC HBA	4
10	BN240-03	Unshielded Twisted Pair 100BaseT or 10Base T Crossover	2
11	481043-B21	HP - Disk drive - DVDRW - 8x - Serial ATA - internal	2
12	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	2
13	534562-B21	HP 1G Flash Backed Cache	2
14	633407-001	HP ProLiant DL380 G7 Base - 1xE5645 2.4GHz 6C 6GB	2
15	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	8
16	AE312A	HP FC1242SR 4Gb PCI-E DC HBA	2
17	500656-B21	HP - Memory - 2 GB - DIMM 240-pin - DDR3 - 1333 MHz	2
18	500658-B21	HP - Memory - 4 GB - DIMM 240-pin - DDR3 - 1333 MHz	4
19	AE573A	HP - Power cable - FN C13 (F) - FN C14 (M) - 6.6 ft	1
Subtotal (Lines 1 – 19)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -
MAINTENANCE			
Line #	Part Number	Description	Quantity Each
20	U8084F	CARE PACK 5YR 4-Hour, 24x7 Onsite, HW Support DL380	4
Subtotal (Line 20)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

ELECTRONIC HEALTH RECORD HARDWARE FOR PROD EXPANSION			
Line #	Part Number	Description	Quantity Each
21	AD361C	HP Blc7000 BCS CTO Enclosure	1
22	AH383A	HP Integrity BL870c i2 c7k Server Blade	2
23	AH383A 001	HP BL870c i2 c7k Odd Slot Server Blade	2
24	AH383A 0D1	Factory integrated	2
25	AH388A	HP BL8x0c i2 Itanium 9350 4c Proc Kit	8
26	AH388A 0D1	Factory integrated	8
27	AM327A	HP BL8x0c i2 8GB(2x4GB) PC3-10600R-9 Kit	16
28	AM327A 0D1	Factory integrated	16
29	447883-B21	HP Blc NC364m NIC Adapter Opt Kit	2
30	447883-B21 0D1	Factory integrated	2
31	451871-B21	HP Blc OLogic OMH2562 8Gb FC HBA Opt	4
32	451871-B21 0D1	Factory integrated	4
33	456204-B21	HP Blc7000 DDR2 Encl Mamt Option	1
34	456204-B21 0D1	Factory integrated	1
35	413379-B21	HP Blc7000 1 PH FIO Power Module Opt	1
36	581286-B21 0D1	Factory Integrated	4
37	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	4
38	AJ821A	Brocade 8Gb SAN Switch 8/24c - Switch - 8Gb Fibre Chan	4
39	AJ821A#0D1	Factory integrated	4
40	AJ716A	HP 8Gb Shortwave B-series FC SFP+ 1 Pack	8
41	AJ716A#0D1	Factory integrated	8
42	AJ716B	HP 8Gb Short Wave B-Series SFP+ 1 Pack	8
43	AJ716B#0D1	Factory integrated	8
44	451439-B21	Cisco Catalyst 3120X Blade Switch - Switch - 4 ports	4
45	451439-B21#0D1	Factory integrated	4
46	252663-B24	HP 16A High Voltage Modular PDU	1
47	252663-B24	HP 16A High Voltage Modular PDU	1
48	517521-B21	HP 6X 2400W GOLD Ht Plq FIO Pwr Sply Kit	1
49	413379-B21	HP Blc7000 1 PH FIO Power Module Opt	1
50	517520-B21	HP Blc 6X Active Cool 200 FIO Fan Opt	1
51	AF593A	HP 3.6m C19 Nema L6-20P NA/IP Pwr Crd	2
52	CVR-X2-SEP10G	X2 to SEP+ converter module	8
53	AP783A	SEP+ 10Gb SR	8
Subtotal (Lines 21 – 53)			
Applicable Tax (if any) @ 7.75%			
*Total including Tax			\$ -
SOFTWARE			
Line #	Part Number	Description	Quantity Each
54	BA930AA	HP-UX 11i v3 HA-OF Media	2
55	BA930AA AIR	DVD media	2
56	BA930AA A53	HP-UX 11i Version 3	2
57	BA930AA ABA	U.S. - English localization	2
58	TC400A	HP Intelligent Inft Analyzer SW LTU	4
59	BA930AC B01	Include with complete system	2
Subtotal (Lines 54 – 59)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

MAINTENANCE			
Line #	Part Number	Description	Quantity Each
60	HA110A5	HP 5yr Support Plus 24 SVC	1
61	HA110A5.6Q6	Support - HW c7000 Blade Svr Enclosure 5yr	1
62	HA110A5.6Y2	Bl 870c i2 chassis HW 5yr Supp	2
63	HA110A5.6Y4	i2 Blade Tukwila proc HW 5vr Supp	8
64	HA110A5.85J	Brocade 4/12 and 4/24 SAN Switch Supp	4
Subtotal (Lines 60 – 64)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -
PROFESSIONAL SERVICES			
Line #	Part Number	Description	Quantity Each
65	HA113A1	HP Installation Service	1
66	HA113A1#5BW	ProLiant Add On Options Installation SVC	2
67	HA113A1#57A	HP BCS C7000 Enclosure Install SVC	1
Subtotal (Lines 65-67)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

Note: Items for the Prod equipment (Lines 21 – 67) must be billed on a separate invoice

ELECTRONIC HEALTH RECORD HARDWARE FOR P2			
Line #	Part Number	Description	Quantity Each
68	654081-B21	HP DL360p Gen8 8-SFF CTO Chassis	4
69	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	4
70	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	4
71	663201-B21	HP Small Form Factor Ball Bearing Rail Kit - 1U	4
72	631681-B21	HP Flash Backed Write Cache - Flash mem module - 2 GB	4
73	684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit	4
74	652241-B21	HP - Disk drive - DVD-RW - Serial ATA - internal	4
75	HA113A1.5A0	Entry 300 Series HW Install SVC	4
76	654770-L21	HP Base Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	4
77	654770-B21	HP Addl Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	4
78	647897-B21	HP Low Power kit - Memory - 8 GB - DDR3 - 1333 MHz	16
79	AF556A	HP - Power cable - IEC 320 FN 60320 C13 - NEMA 5-15	8
80	AJ763A	HP StorageWorks 82E PCI-e FC Host Bus Adapter DualPort	8
81	652583-B21	HP Ent - HD - 600GB - 2.5in SFF - SAS-2 - 10K	16
82	654081-B21	HP DL360p Gen8 8-SFF CTO Chassis	1
83	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	1
84	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	1
85	663201-B21	HP Small Form Factor Ball Bearing Rail Kit - 1U	1
86	631681-B21	HP Flash Backed Write Cache - Flash mem module - 2 GB	1
87	684208-B21	HP 1GbE 4-port 331FLR Adapter FIO Kit	1
88	652241-B21	HP - Disk drive - DVD-RW - Serial ATA - internal	1
89	654770-L21	HP Base Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	1
90	654770-B21	HP Addl Processor - 1xE5-2640 / 2.5GHz 6-Core 95W	1
91	647897-B21	HP Low Power kit - Memory - 8 GB - DDR3 - 1333 MHz	4
92	AF556A	HP - Power cable - IEC 320 FN 60320 C13 - NEMA 5-15	2
93	AJ763A	HP StorageWorks 82E PCI-e FC Host Bus Adapter DualPort	2
94	652583-B21	HP Ent - HD - 600GB - 2.5in SFF - SAS-2 - 10K	4

Subtotal (Lines 68 – 94)	\$ -
Applicable Tax (if any) @ 7.75%	\$ -
*Total including Tax	\$ -

MAINTENANCE			
Line #	Part Number	Description	Quantity Each
95	HA110A5 7G2	Proliant ServerDL36x HW/Support - 5 Years	4
96	HA110A5 7G2	Proliant ServerDL36x HW/Support - 5 Years	1
Subtotal (Lines 96- 97)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

PROFESSIONAL SERVICES			
Line #	Part Number	Description	Quantity Each
98	HA113A1 5A0	Entry 300 Series HW Install SVC	1
Subtotal (Line 98)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

ELECTRONIC HEALTH RECORD HARDWARE FOR EA			
Line #	Part Number	Description	Quantity Each
99	641016-B21	HP BL460c Gen8 10Gb Fib CTO Blade	2
100	339778-B21	HP Raid Level Settings FIO - Raid 1	2
101	684212-B21	HP FlexFabric 10Gb 2P 554FLB FIO Adptr	2
102	662070-L21	HP BL460c Gen8 E5-2609 FIO Kit	2
103	647901-B21	HP Low Power kit - Memory - 16 GB - DDR3 - 1333 MHz	12
104	652589-B21	HP DualPort Ent - HD - 900GB - 2.5in SFF - SAS-2 - 10K	4
105	651281-B21	HP Fibre Channel 8Gb OMH2572 Adptr	2
106	651281-B21	HP Fibre Channel 8Gb OMH2572 Adptr	2
107	FW370000525	NetScaler MPX 7500 Standard Edition	2
108	FW370000590	NetScaler MPX (7500 9500 10500 12500) 450W AC Power Su	2
Subtotal (Lines 99-108)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

MAINTENANCE			
Line #	Part Number	Description	Quantity Each
109	HA110A5 7XF	BL 4xxc Svr Bld HW Support - 5 Years	2
110	FW370000525 -MNT	5 Year Gold Maintenance - Citrix NetScaler MPX-7500 St	2
Subtotal (Lines 109-110)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

PROFESSIONAL SERVICES			
Line #	Part Number	Description	Quantity Each
111	HA113A1 5CY	c-Class Server Blade HW Install SVC	2
Subtotal (Line 111)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

ELECTRONIC HEALTH RECORD HARDWARE FOR DI			
Line #	Part Number	Description	Quantity Each
112	481043-B21	HP - Disk drive - DVDRW - 8x - Serial ATA - internal	2
113	503296-B21	HP Common Slot High Efficiency - 80 PLUS Gold-460 Watt	2
114	534562-B21	HP 1G Flash Backed Cache	2
115	633407-001	HP ProLiant DL380 G7 Base - 1xE5645 2.4GHz 6C 6GB	2
116	581286-B21	HP 600GB 6G SAS 10K 2.5in DP ENT HDD	8
117	AE312A	HP FC1242SR 4Gb PCI-E DC HBA	4
118	500656-B21	HP - Memory - 2 GB - DIMM 240-pin - DDR3 - 1333 MHz	10
Subtotal (Lines 112 - 118)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

MAINTENANCE			
Line #	Part Number	Description	Quantity Each
119	U8084E	HP Care Pack, 5 Years, 4 Hours, 24x7, ProLiant DL380	2
Subtotal (Line 120)			\$ -
Applicable Tax (if any) @ 7.75%			\$ -
*Total including Tax			\$ -

NOTE: Maintenance required for the purchase of the above items shall start upon completion and certification that equipment has met all the testing requirements which shall be five(5) years thereafter.

TOTAL SUMMARY

TOTAL OF SUBTOTAL : \$ -

TOTAL OF TAX \$ -

GRAND TOTAL

\$ -

Question and Answers for Bid #042-537841-RT - HP SERVERS AND STORAGE EQUIPMENT

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 4, 2012 10:00:00 AM PDT