

**CONTRACT MA-080-23011506**

**FOR**

**PATROL VEHICLE EQUIPMENT, SUPPLIES, AND  
EQUIPMENT INSTALLATION SERVICES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**STOMMEL, INC.**



**CONTRACT MA-080-23011506  
FOR  
PATROL VEHICLE EQUIPMENT, SUPPLIES, AND EQUIPMENT INSTALLATION  
SERVICES  
WITH  
STOMMEL, INC.**

THIS Contract MA-080-23011506 for Patrol Vehicle Equipment, Supplies, and Equipment Installation Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Stommel, Inc., with a place of business at 9240 Prototype Dr., Reno, NV 89521 ("Contractor"), with County and Contractor sometimes referred to as "Party" or collectively as "Parties."

**ATTACHMENTS**

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

Attachment A – Scope of Work

Attachment B – Payment/Compensation

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Patrol Vehicle Equipment, Supplies, and Equipment Installation Services under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Patrol Vehicle Equipment, Supplies, and Equipment Installation Services as set forth herein, and Contractor represented that it is qualified to provide Patrol Vehicle Equipment, Supplies, and Equipment Installation Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Patrol Vehicle Equipment, Supplies, and Equipment Installation Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

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

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Patrol Vehicle Equipment, Supplies, and Equipment Installation Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

"DPA" shall mean the Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnities as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal

codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance

of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. **Insurance Requirements:** Prior to the provision of services under this contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificate(s) of Insurance, and endorsements to the County during the entire term of this contract.

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

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

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

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

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

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing 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 at least as broad.

### **Required Endorsements**

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents***, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

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

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

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

Insurance certificates should be emailed to [OCPWCompliance@ocpw.ocgov.com](mailto:OCPWCompliance@ocpw.ocgov.com)

If email is not possible, then Insurance certificates should specifically be forwarded to:

OC Public Works  
Attn: OCPW Procurement  
601 N. Ross Street, 4th Floor  
Santa Ana, CA 92701

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

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

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

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

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

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

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

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

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not

be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

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



performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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

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

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

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

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned DPA in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- DD. **Levine Act Requirements:** Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor's agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure the Patrol Vehicle Equipment, Supplies, and Equipment Installation Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) years from that date, unless otherwise terminated by County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests

of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

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

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

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

13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a

period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.  
  
The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.
16. **County of Orange Disabled Veteran Business Enterprise Preference Requirements:** If Contractor certified as such with its bid, Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.
17. **County of Orange Local Small Business Preference Requirements:** If Contractor certified as such with its bid, Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
18. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
19. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor.

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

**20. Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 27. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
  - 1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

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

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and

- d. Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

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

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

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

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

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

23. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers

will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

24. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
25. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

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

first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Stommel, Inc.  
Attn: Will Gonzalez  
9240 Prototype Dr.  
Reno, NV 89521  
Phone: 714-833-2542  
Email: [Will@lehrauto.com](mailto:Will@lehrauto.com)

County's Project Manager: OC Public Works/Fleet Services  
Attn: Frank McIlvenny  
445 Civic Center Drive West  
Santa Ana, CA 92701  
Phone: 714-667-9621  
Email: [Frank.McIlvenny@ocpw.ocgov.com](mailto:Frank.McIlvenny@ocpw.ocgov.com)

cc: OC Public Works/Procurement Services  
Attn: Richard Nguyen, County DPA  
601 N. Ross St.  
Santa Ana, CA 92701  
Phone: 714-667-9633  
Email: [Richard.Nguyen@ocpw.ocgov.com](mailto:Richard.Nguyen@ocpw.ocgov.com)

28. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
29. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

30. **Termination – Orderly:** After receipt of a termination notice from the County, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
31. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or



commodities requested, as needed by the County, at rates/prices listed in the Contract, regardless of quantity requested.

32. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned DPA of the County user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted ninety (90) days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
33. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

34. **Mandatory Kick-Off Meeting:** Upon award of this Contract, the awarded Contractor(s) shall attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the Contract, and the invoice payment process. A quarterly check-in meeting will be required to review any issues with the Contract.

35. **Prevailing Wage:**

- a. **Threshold Requirements for Prevailing Wages:** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

- b. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD). The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

- c. **Apprenticeship Requirements:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

- d. **Registration of Contractor:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in

Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

**Prevailing Wage and DIR Requirement:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

e. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  1. The information contained in the payroll record is true and correct; and,
  2. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.
- v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without

limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.
- f. **Work Hour Penalty:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.
- g. **Apprentices:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

**Signature Page follows**

**Signature Page**

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

**STOMMEL, INC.\***

<i>Jim Stommel</i>	Jim Stommel	President	10/27/2023
Signature	Name	Title	Date

<i>Jim Stommel</i>	Jim Stommel	Secretary	10/27/2023
Signature	Name	Title	Date

**COUNTY OF ORANGE**, A political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

		Deputy Purchasing Agent	
Signature	Name	Title	Date

**APPROVED AS TO FORM:**

**County Counsel**

By *William Mink*  
Deputy

Date 10/27/2023

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

## ATTACHMENT A SCOPE OF WORK

**I. BACKGROUND:** The County of Orange maintains an inventory of approximately 300 patrol vehicles, 300 unmarked Sheriff vehicles, and 50 Chevy Tahoe models that require total vehicle up-fitting of all emergency equipment lighting and components. The majority of the County's Sheriff Patrol unit fleet includes but is not limited to Ford Utility Interceptors. The awarded contract will encompass parts supply and installation services (hereinafter referred to as "up-fitting") of all emergency lighting and related equipment components (collectively referred to as "Code 3 equipment") (AMBER installations).

**II. SCOPE OF WORK:** Contractor shall provide Patrol Vehicle Equipment, Supplies, and Equipment Installation Services on an as needed basis.

### A. CODE 3 EQUIPMENT – MINIMUM INSTALLATION REQUIREMENTS

1. This section describes the general vehicle emergency lighting and response equipment wiring for installation.

All Code 3 equipment listed will be mounted and wired to a wiring harness and fuse panel; all items and electronic equipment to terminate at component within the vehicle. All hardware is to be installed with a securely mounted service loop to ease future service. Supplier shall install equipment per the following specifications:

### B. Wire and Harness Specifications

1. All wire is to be color coded with no repeats in color on same gauges of wire. Any wiring of same color and size must be differentiated by a continuous trace of different color. All wire shall be clearly labeled to identify purpose of said wire. Wire shall be of SXL (Cross Linked Polyolefin Insulated) XLP type, Heat resistance rates according to SAE-J-1128 and Abrasion Resistance rating to meet or exceed MIL T-5438.
2. The wiring harness/fuse panel shall be modular in design. The harness shall include all power wires and any trigger or activation wires so that no extra wires are outside the harness. This harness shall include all under-hood wiring, strobe, back flash, rear light-kill wires, MDC pre-wire, etc. Additional labeled power wires not currently used shall be wired into the harness to facilitate future equipment upgrades. Future use power wires shall have fuse terminal locations pre-existing in the modular fuse panel.
3. All fuse terminal connectors shall be crimped using an automatic crimping tool to avoid under/over crimping. Fused terminal connectors shall be wired as a continuous run to the hardware it controls. Butt and crimp connectors must be nylon (**not vinyl**) and usage kept to a minimum throughout the vehicle. **No push on terminals of any type, including but not limited to Scotch-Loc or T-Tap connectors, are to be used within the harness or the completed vehicle.** Every item within the vehicle *must be individually* fused within the modular panel and any fuses over 30 amps in value shall be a maxi-fuse. Each component's wiring must be sized to handle at least 125% of that circuit capacity. All wire runs are to be within factory wiring channels and secured every 6 inches at a minimum. Extra wiring is to be cut short; still allowing a service loop, but no bundles of wire under the carpet, dash, or trunk will be acceptable.
4. The fuse/relay panel itself must be secured to the passenger side inner fender or trunk and have the solenoid and power timer contained within the panel. The construction material of the panel must be of a plastic composite that is rated to withstand under-hood and trunk temperatures

that will be seen over the service period of the vehicle. **No fuses shall be mounted in any other location within the vehicle.** The power timer shall be mounted within or beneath the panel so as to protect it from moisture. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the solenoid. All power wires from the modular fuse panel shall then hook up to the backside of the solenoid, which is controlled by the power timer. All future use wiring in electrical harness shall be neatly contained within back of console body.

5. All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, and a diagram must be provided with each series of vehicles built. A laminated card shall be affixed near the fuse panel and shall indicate the location and function of each fuse within the panel, including future use wiring and values.
6. All supplemental wiring is to be continuous runs with no cable extension other than at the hardware to which it is wired.
7. The master ground is to be an 8-gauge wire connecting from the factory ground terminal terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star type lock washers at the ground end, i.e. head light flasher, strobe power supply.

**C. Installation of County of Orange Vehicle Decals:**

1. Orange County Fleet Services will provide the Contractor with the appropriate vehicle decals. The Contractor will be required to install vehicle decals as directed by the OC Fleet project manager.

**III. CONTRACTOR MINIMUM REQUIREMENTS:**

**A. Contractor shall comply with the following:**

1. Be in the primary business of up-fitting/installing Code 3 emergency equipment on Police patrol vehicles and emergency service vehicles (AMBER installations) for minimum of 5 years.
2. Have an established facility (3 years minimum) within 15 miles of the Orange County Civic Center Garage 445 Civic Center Drive West Santa Ana, CA 92701.
3. Prior to awarding a contract, the County will conduct an inspection of the Contractor's facility to determine compliance and the quality of the facility.
4. Items requiring fabrication will be quoted by Contractor and approved in advance by County Project Manager or designee.
5. Contractor's primary installers (supervising technicians / employees) must be qualified technicians and have at least 2 years of experience installing Code 3 equipment on police vehicles. Upon request Contractor will be required to submit documentation describing Contractor's requirements in regard to employee qualifications.

a. Supervising Technician must be CanTrol® certified

6. Contractor shall complete the work within ten (10) business days after Contractor has accepted the vehicle. Should Contractor fail to complete the work in the time specified, additional work time may be allowed upon the written approval of the County Project Manager or designee.

7. The Contractor shall be responsible for pick-up and delivery of new and/ or decommissioned vehicles in accordance with the scope of work. All orders must be shipped FOB Destination. All deliveries must be coordinated with either the County of Orange Fleet Services Department Representative, or County Project Manager or designee.
8. Contractor shall provide new/unused, highest quality products, designed for maximum service life with all applicable federal, state, and local regulations including the State of California Motor Vehicle Code.
9. Contractor shall be experienced in all phases of designing, installing and repairing of emergency vehicle response equipment and lighting.
10. Authorized representative(s) of the County shall be permitted to inspect the Supplier's facility, subcontractor's facility, and/or plant prior to the award of this contract. After the award of the contract, authorized representative(s) of the County shall be permitted to inspect the Supplier's facility, subcontractor's facility, and/or plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. If recurring problems persist, contract may be terminated.
11. Contractor's facility shall have the necessary capacity, machinery, and tools, at the time of proposal submission to fulfill the County's needs and requirements.
12. Contractor will be required to have sufficient space to store County product inventory and will be responsible for the quality of installation.
13. Contractor may be required to install, repair, and warrant vehicle Emergency Response Equipment at County facilities and in the field.
  1. All warranty repairs will be completed at OC Fleet Services main garage (Civic Center Garage)
  2. At the discretion of the OC Fleet Service project manager, warranty repairs may also take place at the Contractor location.
  3. Contractor will arrange and/or schedule through the Civic Center Garage shop supervisors for any off-site repairs.
14. Civic Center Garage shop locations/contacts:
  - A. Civic Center Garage  
OC Public Works/OC Fleet Services  
445 Civic Center Dr.  
Santa Ana, CA 92701
  - B. Contacts:  
  
Attn: Shop Supervisor  
Paul Sobolew  
Phone: 714-955-0390  
Attn: Shop Manager  
Michael A. Deutsch  
Phone: 714-955-0388

15. County has the right to inspect work performed on a County vehicle at Contractors facility at any time, whether or not the services have been completed. Contractor agrees that the County has the right to audit any work performed by the Contractor.
16. County reserves the right to make an award on any category/group of items or in the aggregate to that/those lowest responsible Supplies(s) who proposal(s) is/are most responsive to the needs of the County. County also reserves the right to make multiple awards, if advantageous to the County, to insure continuity of supply should surges in the County's requirements exceed the capacity or capability of the primary Supplier(s). All items per category must be quoted in order for your bid to be considered responsive.
17. Upon request Contractor will need to provide a detailed background check process that is performed on your employees or a copy of your company's internal policy pertaining to employee background checks.

#### **IV. CONTRACTOR PERFORMANCE:**

##### **A. Contractor shall comply with the following:**

1. If the installation is not acceptable to the County, the Supplier shall be responsible for installing portions or the complete vehicle at no additional cost to the County.
2. Furnish new Code 3 parts and equipment of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. No substitutions will be allowed under this contract, unless approved in advance and made in writing by the County.
3. Replacements and repairs on faulty equipment or errors in installations shall be made by the Contractor at no additional cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.
4. The County has the right to make the final determination as to whether services have been satisfactorily completed. Should any portion of the installation work, due to any cause, not be in accordance with the specifications or is not satisfactorily completed, it may be rejected and the Contractor must make a satisfactory arrangement with the County before proceeding with other work.
5. Promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work.
6. Contractor shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles and shall be responsible for restoring or replacing any damaged equipment, vehicles, etc. to the satisfaction of the County and at the sole expense of the Contractor. Any damages to County vehicles or equipment resulting from services performed shall be reported to the County immediately.

#### **V. WORKMANSHIP:**



1. All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.
2. Installation Tools/Equipment: all installation tools and equipment used by the Contractor to install Code 3 equipment on County vehicles shall be of the highest quality in accordance with industry standards.

**VI. DECOMMISSIONING:**

- A. At the Counties request the vendor will remove all Code 3 equipment (including ballistic panels) owned by the County and return this equipment to the County location specified in the contract. Decommissioning will take place on a one-to-one vehicle basis.
- B. At the County's direction, vendor will perform vehicle decommissioning on a one-to-one basis in following manner:
  1. Remove Code 3 (lighting, sirens, cabling, harness, etc) and non-Code 3 equipment (custom made storage boxes, ballistic panels etc.) from a vehicle listed as "decommissioned," and
  2. Verify the working condition of the removed equipment, and
  3. Upon contractor supervisor or OC Fleet Services technician approval, re-install the equipment into a "new" or "similar" vehicle.
  4. New pursuit or patrol vehicles will receive new equipment.
  5. Any remaining parts or equipment shall be returned to OC Fleet Services.

**VII. DELIVERY AND PICK UP:**

- A. All deliveries and pick-ups shall be coordinated with the appropriate County personnel and discussed with the appropriate Shop Supervisor on the day it is to occur. The County will not accept unscheduled deliveries; some decommissioned and/ or non-operating vehicles may require towing to and from Contractor location. The County will provide towing services for non-operating vehicles.
- B. Vehicle Pick-up: The Contractor shall be required to pick up patrol vehicles from the County that have been scheduled to receive installation of Code 3 equipment. Pick-up locations are listed below:
  1. OC Public Works/OC Fleet Services  
445 Civic Center Dr.  
Santa Ana, CA 92701  
  
Attn: Shop Supervisor  
Paul Sobolew  
Phone: 714-955-0390  
  
Attn: Shop Manager  
Michael A. Deutsch  
Phone: 714-955-0388
  2. OC Public Works/OC Fleet Services

Shop I/Fruit Street  
1102 E. Fruit St.  
Santa Ana, CA 92701

Attn: Shop Supervisors

Jeff Coloman  
Phone: 714-955-0282

Alfonso Mendez  
Phone: 714-955-0281

Attn: Shop Manager  
Francisco R. Avalos  
Phone: 714-955-0283

- C. Vehicle Delivery: The Contractor shall be required to deliver completed patrol vehicles to the specified County location. Within 3 business days, the County will complete a final inspection of all of the Code 3 equipment components installed on the vehicle prior to authorizing payment. Vehicles shall be delivered to:

1. OC Public Works/OC Fleet Services  
Civic Center Garage  
445 Civic Center Drive West  
Santa Ana, CA 92701

Attn: Shop Supervisor  
Paul Sobolew  
Phone: 714-955-0390

Attn: Shop Manager  
Michael A. Deutsch  
Phone: 714-955-0388

#### VIII. POLICE PATROL VEHICLE –SPECIFICATIONS & PARTS LIST

##### A. Code 3 Equipment – Parts List

Orange County Fleet Services Code 3 product list			
Line	Manufacturer	Description	Part Number
1	All Fleet Solutions	FS Wire Harness Kit - Ford PIU	SO-OCSD21
2	Amerex	FIRE EXTINGUISHER BRACKETS	3JMY5
3	Amerex	20 LBS WATER FIRE EXTINGUISHER	3YWG4
4	Amerex	20 LBS ABC FIRE EXTINGUISHER	3YWJ1
5	Boss	Boss Pull Out Drawer with Top Fence	7129-1440F
6	D&R Electronics	Map Light	CA-0130
7	Havis	2020-2021 Ford Interceptor Utility Police Vehicle Specific 22" Console	C-VS-1210-INUT
8	Havis	Internal cup holders	CUP2-1001

Orange County Fleet Services Code 3 product list			
Line	Manufacturer	Description	Part Number
9	Havis	3" accessory pocket, 2.5" deep	C-AP-0325
10	Havis	8.5" Heavy Duty Telescoping Pole, side mount, short handle	C-HDM-204
11	Havis	Swing arm with motion adapter	C-MD-119
12	Havis	C-EB40-CCS-1P- Havis Equipment Bracket	C-EB40-CCS-1 P
13	Havis	C-EB25-XTL-1P - Havis 2.5" Equipment Brackets	C-EB25-XTL-1P
14	Havis	Lighter plug outlet w/1 Switch & 1 USB cut outs	C-LP1-PS2-USB
15	Havis	Console Accessory Bracket with 2 Lighter Plug Outlets	C-LP2-USB-BL2
16	Havis	Console BRACKETS FOR F150/F250	C-3010
17	Havis	HAVIS CONSOLE BRACKETS FOR F150/F250	C-M-37
18	Havis	Dual USB charge only ports	C-USB-2
19	Havis	HAVIS FILE 13" TRAY	C-AP1395
20	Havis	HA VIS CONSOLE BRACKETS FOR CHEVY	C-T-W-GMC-03
21	Havis	ARM REST	C-ARM-102
22	Lakeman	Lakeman Chassis Equipment Tray	FDRT-1
23	Setina	PB450L4 With WHELEN ION	BK20191TU20
24	Setina	Partition Transfer Kit XL Panel Partition TM (Tall Man)	PT11761TU20TM
25	Setina	Full REPLACEMENT Transport Seat	QK06351TU20
26	Setina	Window Barrier VS 3-Piece Set	WK00401TU20
27	Setina	Window Barrier VS Steel Horizontal	WK05141TU20H
28	Warn Industries	Winch mount bracket kit	107653
29	Warn Industries	Winch plate	107650
30	Warn Industries	WINCH ZION 8-S	89305
31	Weather Guard	WEATHER SADDLE BOX	116-3-03
32	Weather Guard	WEATHERGARD SIDE BOX X2	13R587
33	Whelan	OCSD 54" Legacy Lightbar WCX	EB2DEDE-OCSD
34	Whelan	LIGHT BAR LEGACY REDAVHITE	GB2DDDD
35	Whelan	ARGES FLOOD SPOTLIGHT OPTION	ARGES2
36	Whelan	Strap kit for 2022 PIU	MKAJ105
37	Whelan	CENCOM CORE WCX CONTROL CENTER	C399
38	Whelan	WeCanX KNOB/SLIDE CONTROL HEAD	CCTL6

<b>Orange County Fleet Services Code 3 product list</b>			
<b>Line</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Part Number</b>
39	Whelan	OBDII CAN PORT CABLE KIT FORD	C399K4
40	Whelan	SA315P SPEAKER, BLACK PLASTIC	SA315P
41	Whelan	SA315 SIREN MT KIT UNIV SWIVEL	SAK9
42	Whelan	VEHICLE-TO-VEHICLE SYNC MODULE	CV2V
43	Whelan	CENCOM SAPPHIRE	CCSRN3
44	Whelan	REAR TRAFFIC ADVISOR AMBER/RED	TAZ86RR
45	Whelan	CORNER STROBES REAR ONLY	VTX609R
46	Whelan	FRONT GRILLE LIGHTS RED	TLI * R
47	Whelan	WIG WAG MODULE HEADLIGHT FLASHER	SSFPOS
48	Whelan	FRONT INNER EDGE DUO RED/WHITE	ISFW47Z
49	Whelan	ARGES CONTROL HEAD	ARGCHI

## ATTACHMENT B PAYMENT/COMPENSATION

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Patrol Vehicle Equipment, Supplies, and Equipment Installation Services as set forth in Attachment A, "Scope of Work."

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

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

**A. Police Patrol Vehicle-Code Equipment Parts List:**

Line	Manufacturer	Description	Part Number	Unit	Price	Product Warranty
1	All Fleet Solutions	FS Wire Harness Kit - Ford PIU	SO-OCSD21	Each	\$1,311.49	3 Year
2	Amerex	FIRE EXTINGUISHER BRACKETS	3JMY5	Each	\$91.00	1 Year
3	Amerex	20 LBS WATER FIRE EXTINGUISHER	3YWG4	Each	\$258.00	1 Year
4	Amerex	20 LBS ABC FIRE EXTINGUISHER	3YWJ1	Each	\$323.00	1 Year
5	Boss	Boss Pull Out Drawer with Top Fence	7129-1440F	Each	\$1,572.00	Limited
6	D&R Electronics	Map Light	CA-0130	Each	\$81.60	1 Year
7	Havis	2020-2021 Ford Interceptor Utility Police Vehicle Specific 22" Console	C-VS-1210-INUT	Each	\$307.20	Life
8	Havis	Internal cup holders	CUP2-1001	Each	\$40.20	Life

**Attachment A**

<b>Line</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Part Number</b>	<b>Unit</b>	<b>Price</b>	<b>Product Warranty</b>
9	Havis	3" accessory pocket, 2.5" deep	C-AP-0325	Each	\$30.60	Life
10	Havis	8.5" Heavy Duty Telescoping Pole, side mount, short handle	C-HDM-204	Each	\$138.00	Life
11	Havis	Swing arm with motion adapter	C-MD-119	Each	\$220.20	Life
12	Havis	C-EB40-CCS-1P- Havis Equipment Bracket	C-EB40-CCS-1 P	Each	\$22.20	Life
13	Havis	C-EB25-XTL-1P - Havis 2.5" Equipment Brackets	C-EB25-XTL-1P	Each	\$19.80	Life
14	Havis	Lighter plug outlet w/1 Switch & 1 USB cut outs	C-LP1-PS2-USB	Each	\$68.14	Life
15	Havis	Console Accessory Bracket with 2 Lighter Plug Outlets	C-LP2-USB-BL2	Each	\$93.60	Life
16	Havis	Console BRACKETS FOR F150/F250	C-3010	Each	\$337.09	Life
17	Havis	HAVIS CONSOLE BRACKETS FOR F150/F250	C-M-37	Each	\$73.20	Life
18	Havis	Dual USB charge only ports	C-USB-2	Each	\$47.47	Life
19	Havis	HAVIS FILE 13" TRAY	C-AP1395	Each	\$53.15	Life
20	Havis	HA VIS CONSOLE BRACKETS FOR CHEVY	C-T-W-GMC-03	Each	\$153.00	Life
21	Havis	ARM REST	C-ARM-102	Each	\$56.40	Life
22	Lakeman	Lakeman Chassis Equipment Tray	FDRT-1	Each	\$402.00	Limited
23	Setina	PB450L4 With WHELEN ION	BK20191TU20	Each	\$783.30	7 Year

**Attachment A**

<b>Line</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Part Number</b>	<b>Unit</b>	<b>Price</b>	<b>Product Warranty</b>
24	Setina	Partition Transfer Kit XL Panel Partition TM (Tall Man)	PT11761TU20TM	Each	\$335.30	7 Year
25	Setina	Full REPLACEMENT Transport Seat	QK06351TU20	Each	\$1,112.30	7 Year
26	Setina	Window Barrier VS 3-Piece Set	WK00401TU20	Each	\$342.30	7 Year
27	Setina	Window Barrier VS Steel Horizontal	WK05141TU20H	Each	\$230.30	7 Year
28	Warn Industries	Winch mount bracket kit	107653	Each	\$433.00	Limited
29	Warn Industries	Winch plate	107650	Each	\$401.00	Limited
30	Warn Industries	WINCH ZION 8-S	89305	Each	\$1,940.00	Limited
31	Weather Guard	WEATHER SADDLE BOX	116-3-03	Each	\$1,278.30	Limited
32	Weather Guard	WEATHERGARD SIDE BOX X2	13R587	Each	\$585.00	Limited
33	Whelan	OCSD 54" Legacy Lightbar WCX	EB2DEDE-OCSD	Each	\$2,199.00	2 Year
34	Whelan	LIGHT BAR LEGACY REDAVHITE	GB2DDDD	Each	\$2,499.00	2 Year
35	Whelan	ARGES FLOOD SPOTLIGHT OPTION	ARGES2	Each	\$520.20	2 Year
36	Whelan	Strap kit for 2022 PIU	MKAJ105	Each	\$64.80	2 Year
37	Whelan	CENCOM CORE WCX CONTROL CENTER	C399	Each	\$1,049.00	2 Year
38	Whelan	WeCanX KNOB/SLIDE CONTROL HEAD	CCTL6	Each	\$269.40	2 Year

<b>Line</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Part Number</b>	<b>Unit</b>	<b>Price</b>	<b>Product Warranty</b>
39	Whelan	OBDII CAN PORT CABLE KIT FORD	C399K4	Each	\$36.00	2 Year
40	Whelan	SA315P SPEAKER, BLACK PLASTIC	SA315P	Each	\$199.99	2 Year
41	Whelan	SA315 SIREN MT KIT UNIV SWIVEL	SAK9	Each	\$29.40	2 Year
42	Whelan	VEHICLE-TO-VEHICLE SYNC MODULE	CV2V	Each	\$211.20	2 Year
43	Whelan	CENCOM SAPPHIRE	CCSRN3	Each	\$1,016.40	2 Year
44	Whelan	REAR TRAFFIC ADVISOR AMBER/RED	TAZ86RR	Each	\$749.00	2 Year
45	Whelan	CORNER STROBES REAR ONLY	VTX609R	Each	\$81.60	2 Year
46	Whelan	FRONT GRILLE LIGHTS RED	TLI * R	Each	\$97.80	2 Year
47	Whelan	WIG WAG MODULE HEADLIGHT FLASHER	SSFPOS	Each	\$57.60	2 Year
48	Whelan	FRONT INNER EDGE DUO RED/WHITE	ISFW47Z	Each	\$1,905.00	2 Year
49	Whelan	ARGES CONTROL HEAD	ARGCHI	Each	\$200.40	2 Year

**B. Additional Emergency Equipment Manufacturer Discounts:**

<b>Line</b>	<b>Manufacturer</b>	<b>Percentage Discount of List Price</b>
1	All Fleet Solutions	45%
2	Amerex	0%
3	Boss	0%
4	D&R Electronics	15%
5	Go Rhino	30%



Line	Manufacturer	Percentage Discount of List Price
6	Havis	40%
7	Lakeman	0%
8	MNStar	0%
9	Setina	30%
10	Troy	35%
11	Visiton	0%
12	Warn Industries	0%
13	Weather Guard	0%
14	Whelan	40%
15	Xantrex	0%

**C. Hourly rate for Patrol Vehicle equipment installation, repairs and decommissioning: \$115.00**

**D. Miscellaneous Item Discount Structure:** Miscellaneous items not included on list above may be purchased against the Contract. Miscellaneous Item purchases shall not exceed \$5,000 per invoice including tax. County will obtain price quotes from Contractor for all Miscellaneous Patrol Vehicle Equipment Supplies and Equipment Installation purchased.

Contractor shall provide the list price on all invoice(s) for all miscellaneous items.

No Discount for miscellaneous item.

**E. TOTAL CONTRACT AMOUNT FOR THREE YEARS NOT TO EXCEED:.....\$4,100,000.00**

3. **Price Increase/Decreases:** No price increases will be permitted during the initial term of the Contract. When a price increase is permitted, the County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall

reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from "A" above
- C. Contractor's Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/Service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/Service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/Delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/OC Fleet Services  
Attn: Accounts Payable  
445 W. Civic Center Dr.  
Santa Ana, CA 92701

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.