

**Contract Number MA-060-~~17010589~~ 18011886 For  
Televisions and Related Items, Delivery, Installation, Maintenance & Repair Services**

This agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, Assured AudioVisual, Inc. with a place of business at 2941 E. Miraloma Ave. Suite 3, Anaheim, CA 92806; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2<sup>nd</sup> Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, Contractor responded to County issued solicitation offering the complete Scope of Work as requested in Attachment A, and Contractor represents that its proposed goods and services shall meet or exceed County's requirements and specifications as set forth herein; and,

**WHEREAS**, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the purchase of Televisions and Related Items, Delivery, Installation, Maintenance and Repair Services.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including Attachments A, B, C, and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), and Exhibit 2 (Blank Job Tool Inventory List) and, which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County

reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. 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 by the County and in accordance to Attachment C, Compensation and Pricing.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any Software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days'

written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, 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. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. **INSURANCE PROVISIONS**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in

excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

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

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

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

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

<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, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

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

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

**Required Endorsements**

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

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

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. (Not required if a third party carrier is making deliveries)

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

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

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

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

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

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

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

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

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Intentionally left blank.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of

- competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt within this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. **Indemnification:** 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 Indemnities"), 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 Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- II. **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 no limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

### Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** ~~This Contract shall commence upon execution of all necessary signatures, and shall be effective for two (2) years from that date, unless otherwise terminated by County. Contract may be renewed for up to a two (2) year term and one (1) additional one year term, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.~~

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/13/16 through and including 12/12/20, unless otherwise terminated by COUNTY. The period of 12/13/16 through and including 12/12/18 shall be known as Contract number MA-060-17010589. The period of 12/13/18 through and including 12/12/20 shall be known as Contract number MA-060-18011886. This Contract may be renewed for one (1) additional one-year term by mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County's Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also



be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier contractors and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.

6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
7. **County and Contractor Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by County and shall not be changed without the written consent of County's project manager. County's project manager shall have the right to require the removal and replacement of Contractor's project manager from providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.

8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to County under this Contract. County's project manager shall notify Contractor's project manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to County under this Contract.
9. **Orderly Termination:** After receipt of a termination notice from County, Contractor shall submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

10. **Reprocurement Costs:** In the case of default by Contractor, County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay County the difference between the Contract cost and the price paid. County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.
11. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.
- Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.
12. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
13. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

Assured Audio Visual, Inc.  
 2941 E. Miraloma Ave., Suite 3  
 Anaheim, CA 92806  
 Attn: Susan Ellis  
 Ph: 714-535-1414  
[susan@assuredav.com](mailto:susan@assuredav.com)

For County:

County of Orange  
 Sheriff-Coroner Department/Purchasing Services Unit  
 320 N. Flower Street, 2<sup>nd</sup> Floor  
 Santa Ana, CA 92703  
 Attn: Maria Ayala, Buyer  
 Ph: 714-834-6360  
 Fx: 714-834-6411

14. **Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must

be returned to County at the end of this Contract.

15. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
16. **Substitutions:** Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
17. **Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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.
18. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery.
19. **Correspondence to Buyer:** Any correspondence related to the terms, prices and conditions of this Contract must be directed to the agency/department purchasing division to the attention of the assigned buyer. Correspondence not directed through the buyer for resolution will not be regarded as valid.
20. **Contract Award – Multiple:** The County reserves the right, at its sole discretion, to make multiple awards to bidders/proposers for goods/services requested in this solicitation.
21. **Orders:** The Contractor shall receive written or verbal requests from individual County agencies/departments on an as-needed basis for items on this Contract, subject to the terms, conditions, and pricing listed herein.
22. **Order Dates:** Orders may be placed during the term of the contract even if delivery may not be made until after the term of the contract. Order dates take precedence over delivery dates. The contractor must clearly identify the order date on all invoices to County.
23. **Transportation Charges:** Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by any action of the PUC, the County of Orange will, with 30 days notice and submission of proper evidence thereof by the Contractor, make the necessary price adjustment during the term of this Contract.
24. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law

or under the Contract.

25. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
26. **Security Requirements:**
- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
    - 1. Perform background checks as to past employment history.
    - 2. Inquire as to past criminal felony convictions.
    - 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
    - 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.
  - B. Contractor shall not assign to the County property any Contractor personnel as to whom the foregoing procedures indicate:
    - 1. Inability or unwillingness to perform in a competent manner.
    - 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
    - 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
    - 4. Usage of illegal drugs or other substances.
  - C. If any of the problems identified with respect to the Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
  - D. Nothing herein shall render any employee of Contractor an employee of County.
  - E. **THE CONTRACTOR'S PERSONNEL REQUIREMENTS:**
    - 1. All personnel to be employed in performance of the work under this Contract shall be subject to an Orange County Sheriff-Coroner Department Security Clearance. Clearances must be updated and renewed according to the Sheriff-Coroner Department Security Clearance policy.
    - 2. No person shall be employed on this work that has not received prior clearance from the Sheriff's Department.
    - 3. Within 15 days of the effective date of this Contract, the Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager.
    - 4. "Contractor Security Clearance" information forms for renewal, at specified intervals and for new employees of Contractor, shall be submitted at least thirty (30) County working days prior to the expiration of an existing clearance or prior

to the use of any person for work occurring on Sheriff's Facilities.

5. "Contractor Security Clearance" information forms must be submitted on the original Sheriff's printed form. Facsimile or photocopy forms will not be accepted.
6. "Contractor Security Clearance" information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. The Orange County Sheriff Department will not give the reason an individual's clearance is denied.

F. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. All work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
  - a. Do not give names or addresses to inmates.
  - b. Do not receive any names or addresses from inmates.
  - c. Do not disclose the identity of any inmate to anyone outside the facility.
  - d. Do not give any materials to inmates.
  - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel do not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report to the on-site contact person when either leaving or temporarily leaving the facility, and at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

13. County shall provide relatively free reign for Contractor's personnel to move and perform work as necessary; however, workers will be escorted by a Sheriff Deputy or authorized Correctional Programs personnel at all times.
14. Contractor's workers may also be subject to cursory search of their person and equipment/tools both, upon entering and leaving the County jail facilities.
15. Contractor's workers shall be responsible for submitting an itemized essential tool roster (See Exhibit 2) to Main Control upon entry to County jail facilities for installation of television(s) and enclosure(s). All essential tools shall be numbered and labeled and be kept in a lockable container, subject to County's approval. Contractor's workers shall closely monitor all tools and materials at all times. Under no circumstances shall any tools be left unattended once brought into County jail facilities.

G. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities. To the end:
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by the designated Authorized Service Requestor, County Project Manager, Contract Coordinator or the Contract Administrator.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments.
6. Contractor's personnel may be detained within as facility until Sheriff's personnel resolve an incident.

**Signature Page**

The Parties hereto have executed this Contract# MA-060-17010589 for the purchase of Televisions and Related Items, Delivery, Installation, Maintenance and Repair Services on the dates shown opposite their respective signatures below.

**Contractor\*: Assured AudioVisual, Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor\*: Assured AudioVisual, Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel

by: \_\_\_\_\_  
Deputy

**ATTACHMENT A**  
**SCOPE OF WORK**

**I. Scope of Services:**

County of Orange requires televisions to be installed and serviced in County jail facilities/housing units. Contractor shall provide televisions, enclosures, parts (necessary for installation), installation, maintenance and repair services.

**II. Contractor Requirements:**

1. Contractor's workers shall have NO contact, verbal or physical with inmates housed at the facilities.
2. Contractor's workers shall not disclose the identity of any inmates/detainees to anyone outside the facility.
3. Contractor shall assign a Service Account Manager to handle all requests from County.
4. Contractor shall provide installation or repair services within 24 hours from the time the initial call is been placed by County.
5. Contractor agrees to maintain all equipment according to Original Equipment Manufacturer (OEM) specifications, and all components shall be OEM.
6. Contractor shall provide all transportation, labor, tools needed for installation of equipment, maintenance, and service of televisions and enclosures at County jail facility to perform the necessary installation/repair. Whenever possible, repairs shall be done on site.
7. Contractor shall ensure adequate stock availability of contracted items to accommodate installation(s) and service maintenance as scheduled/projected.
8. Contractor shall supply brand/model of items specified in this Contract. No brand/model name substitutions shall be accepted without the written approval of County. Contractor shall notify Inmate Services Division, Project Manager at (714) 939-4850 of any potential product change that may cause a safety or security risk within the five County jail facilities.
9. Contractor shall provide cables, parts, etc. necessary to connect all televisions and make sure they are in working order. (County will furnish internal wiring and utility hook-ups ready for connections.)
10. All televisions shall be new and in the original box. County will not accept used or barely used overhauled/refurbished televisions.
11. Contractor shall notify the County in writing at least thirty (30) days prior to introduction, replacement, or discontinuance of any product.
12. No minimum quantity and/or cost per order may be required by Contractor. This contract



is set up as per needed basis.

13. Contractor shall notify Inmate Services Division, Project Manager at (714) 939-4850 within three (3) working days of any stock deficiencies which would interfere with installation(s)/service(s).
14. County reserves the right to modify, change or delete products. County must pre-approve any changes in orders placed to contractors (i.e. order quantities, packaging, etc.).

#### **IV. Equipment Requirements**

1. Flat 32" screen, LCD.
2. Have "Last Mode Memory" feature (restores TV to last state before the power was cut off).
3. Be capable of automatically turning on when power is supplied.
4. Have both NTSC and ATSC tuners.
5. Contractor shall provide the television brand name, model, size, and price of all television(s) to be used with this contract as reflected on Attachment B.

#### **V. Enclosure(s) must:**

1. Have 2" clearance on all sides of the display (for all flat panel LCD displays) when mounted inside the enclosure.
2. Be 0.90 aluminum with welded and rounded corners.
3. Protective face made of a sheet of clear .25", low/non-glare Lexan (polycarbonate).
4. Be two pieces, inner and outer boxes.
5. Be six (6) sided when installed and present a tamper resistant closed condition.
6. Access power and signal wires requiring multiple placements must have clean rounded edges.
7. Provide ventilation without allowing for access to the LCD display.
8. Accommodate Video Electronics Standards Association (VESA) mounting hardware.
9. Not have any part or piece which can be removed by an inmate/detainee and used as a weapon (e.g. knobs, metal strips, etc.).

**VI. Installation**

1. Contractor shall provide installation, maintenance, and modification of equipment to be compatible with existing system.
2. Contractor shall provide cables, couplers, wiring, television VESA wall mount brackets, etc. as needed to install television(s) and enclosure(s) securely to the wall.
3. Contractor shall provide pick-up and delivery, installation and removal (old televisions and enclosures, and in some cases wall mount brackets), system configuration and reconfiguration, and service for all components associated with existing systems.
4. Contractor's personnel shall leave installation area free of debris and repair material.

**VII. Maintenance and Service**

1. Contractor shall be responsible for all needed services and repairs that fall under the manufacturer's warranty for new televisions and enclosures installed in the County jail facilities.
2. Contractor agrees to maintain televisions under warranty with all equipment according to Original Equipment Manufacturer (OEM) specifications, and all components shall be OEM.
3. Contractor shall maintain a toll-free telephone number staffed with customer service representatives Monday through Saturday, at Contractor's place of business for maintenance and service requests. This toll-free number shall be operable and provided to County within 30 days from the effective date of the contract.
4. Labor rate charges shall include, but not be limited to: labor, delivery and all necessary equipment, tools, insurance coverage, overhead, profit, commission, permit, and licenses (as applicable), maintenance supplies i.e., cleaning material, repair material i.e., electrical tape, welding gas, small hardware such as nuts and bolts, etc.
5. After hours and weekend labor must be pre-approved by the facility commander and/or department head.

**VIII. Repair Parts:**

Repair parts not covered by of the manufacturer's warranty, purchased by the Contractor for repair of the equipment covered under the Contract will be charged the actual cost of the parts (including shipping cost and all applicable taxes plus the percentage stated on Attachment B, Pricing.)

**IX. Service Charges:**

1. Mileage and travel time will not be paid.
2. Labor charges per hour shall be based on actual time spent on each job, not on portal to portal basis, and shall be computed to the nearest one-quarter (1/4) hour after the one (1)

hour minimum charge. (hour minimum shall be charged per visit not per piece of equipment being serviced).

3. Repairs shall be performed onsite at the County location where the television is. Labor charges/hourly rate will begin at the gate of the facility where repairs are needed after Contractor's technician has notified the appropriate facility personnel of their arrival. Contractor's employees shall obtain a validation from facility personnel documenting their arrival and departure time which will be used as a basis for service hours billed by Contractor.
4. Contractor's technician will leave repair area free of debris and repair material. Contractor's technician will submit appropriate completed paperwork, with authorized Correctional Program personnel who witnessed the service, as proof of service performed and acceptance of service performed as being satisfactory for the unit.

**X. Warranty:**

Contractor shall warrant all labor and parts for a minimum period of **90 days** after the completion of repairs.

**XI. Delivery Requirements:**

1. All deliveries will be off-loaded at the delivery site by driver/delivery personnel. County employees and/or inmate workers shall NOT enter delivery vehicle or unload the shipment to be received. Inside delivery to secured facilities may be required.
2. Contractor shall deliver product within seven (7) working days from the date order is placed unless otherwise notified at the time the order is placed. If a commercial freight company is used then the Contractor shall call the requesting department/facility to set up a delivery date. Unless the seventh day falls on a county holiday or weekend day in which event the delivery shall occur the next business day.
3. Contractor shall make deliveries between the hours of 7:00am – 3:00pm **Monday through Friday**. No county holiday or weekend deliveries will be accepted.  
**County holidays are:**

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Day	Veteran's Day
President's Day	Thanksgiving & Friday
Memorial Day	Christmas Day
July 4th	

4. Contractor shall accept RETURNS of products at Contractor's expense. Contractor shall not charge a restocking fee or any type of return fee. Contractor shall have and provide a copy of current return policy and ensure application of an existing return and/or exchange policy, with the return of the bid.

**XII. SERVICE AND DELIVERY LOCATIONS:**

<p>County of Orange          Sheriff-Coroner Department  <b>Theo Lacy Facility</b>          501 The City Drive South          Orange, CA 92868          Contact: Diane O'Chareon/          Dominic Mejico          Ph: (714) 939-4850</p>	<p>County of Orange          Sheriff-Coroner Department  <b>Central Men's Jail</b>          550 N. Flower Street          Santa Ana, CA 92703          Contact: Diane O'Chareon/          Dominic MejicoPh: (714) 939-          4850</p>	<p>County of Orange          Sheriff-Coroner Department  <b>J. Musick Facility/Dyer          House</b>          13502 Musick          Irvine, CA 92618          Contact: Diane O'Chareon/          Dominic MejicoPh: (714) 939-          4850</p>
<p>County of Orange          Sheriff-Coroner Department  <b>Inmate Services</b>          1530 S. State College Blvd.          Anaheim, CA 92806          Contact: Diane O'Chareon/          Dominic Mejico          Ph: (714) 939-4850</p>	<p>Left Blank</p>	<p>Left Blank</p>

**ATTACHMENT B****PRICING**

## A. List of Items:

1. Unit Price shall include all freight, delivery, shipping and handling charges.
2. Orders shall be placed on an as needed basis and at the convenience of the using department.
3. Contractor shall provide the following items and shall meet requirements per Attachment A - Scope of Work:

<b>ITEM #</b>	<b>BRAND</b>	<b>ITEM PART#</b>	<b>DESCRIPTION</b>	<b>U/M</b>	<b>*UNIT PRICE</b>
001	Samsung	DC32E	<b>TELEVISIONS</b> - 32" LCD flat screen televisions w/lockout features and auto power function plus ATSC and NTSC tuner	Ea.	\$439.00
			<u><b>Television(s) Features must:</b></u> <ul style="list-style-type: none"> <li>• Be Flat screen, 32"</li> <li>• Be LCD type</li> <li>• Have last mode memory feature</li> <li>• Be capable of automatically turning on when power is supplied</li> <li>• Have both NTSC and ATSC tuners</li> </ul>		
002	Assured	FE32RW CUSTOM ENCLOSURE	<b>ENCLOSURES</b> - Vandal resistant enclosures (Anti ligature enclosure assembly as needed) Articulating wall mounts Cable install kits	Ea.	\$845.00
			<u><b>Enclosure(s) Features must:</b></u> <ul style="list-style-type: none"> <li>• Accommodate 32" LCD flat screen televisions</li> <li>• Have 2" clearance on all sides of the display (for all flat panel LCD displays) when mounted inside the enclosure</li> </ul>		

			<ul style="list-style-type: none"> <li>• Be 0.90 aluminum with welded and rounded corners</li> <li>• Have the protective face be a sheet of clear .25", low/non-glare Lexan</li> <li>• Be two pieces, inner and outer boxes</li> <li>• Be six (6) sided when installed and present a tamper resistant closed condition</li> <li>• Access power and signal wires that require multiple placements and must be made with clean rounded edges</li> <li>• Provide ventilation without allowing for access to the LCD display</li> <li>• Accommodate standard VESA mounting hardware</li> <li>• Not have any part or piece which can be removed by an inmate/detainee and used as a weapon (e.g. knobs, metal strips, etc.)</li> </ul>		
003	Premier	PAM50	Articulating Wall Mount	Ea.	\$125.00
004	Assured	MP12RF	Cable Intall Kit	Ea.	\$55.00

B. **LABOR:**

Contractor shall perform the work in accordance within the Scope of Work and all described requirements specified within Attachment A.

ITEM NO	DESCRIPTION	COST
001	Hourly Labor Rate (Monday–Friday, 8:00 a.m. – 5:00 p.m. (Pacific Time))	\$125.00
002	After Hour Labor Rate (Monday-Friday, 5:00 p.m.-7:00 a.m. (Pacific Time))	\$160.00
003	Weekend Hour Labor Rate (Saturday, Sunday & County Holidays)	\$180.00
004	Specify Minimum Charges/Hours (If applicable)	\$125.00

C. **PARTS:**

Parts shall be invoiced at Contractor's cost plus quoted percentage (%) mark-up.

ITEM NO	DESCRIPTION	COST
001	Mark-up on parts (Percentage)  (A copy or proof of invoice may be required at the time of billing)	<u>25%</u>

**Contract shall not exceed: ~~\$220,000.00 per year.~~ \$440,000 per two-year term**

**Miscellaneous Clause:** Miscellaneous like items not listed, may also be purchased and paid against this Contract at a not to exceed amount of \$1,000.00 per item.

## **ATTACHMENT C**

### **Compensation and Pricing Provisions**

This is a fixed fee Contract between County and Contractor for goods and services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

- 1. Pricing:** Pricing set forth in Attachment B shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County of Orange. County will accept decreases only. Pricing will be firm unless a reduction is available.
- 2. Payment Terms:** Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

### **3. Invoicing Instructions:**

Payments and/or invoices are to be sent to:

County of Orange  
Sheriff-Coroner/Inmate Services Division  
1530 S. State College Blvd.  
Anaheim, CA 92806  
Attn: Accounts Payable

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Tax I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

### **4. Year End and Final Invoices**

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires



without being renewed on June 30<sup>th</sup>, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90<sup>th</sup>) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

**Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.**