



**REDLINE
AGREEMENT
MA-063-15010941
WITH
BIT CALIFORNIA LLC DBA DOCUMENT FULLFILLMENT SERVICES
FOR
CALWIN CLIENT CORRESPONDENCE PRINTING, POSTAGE & MAILING SERVICES**

This Agreement MA-063-150110941 (referred to as "Contract") is made and entered into, upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 888 N. Main St., Santa Ana, CA 92701 (referred to as "County"), and BIT California LLC dba Document Fullfillment Services, having a place of business at 910 Riverside Pkwy, STE 40 West Sacramento, CA 95605-1510 (referred to as "Contractor"), for CalWIN Client Correspondence Printing, Postage & Mailing Services. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

ATTACHMENTS

This Contract is entered into pursuant to the County of Sacramento Contract # WA00025381 revision #2 and its scope of work, terms, conditions and pricing which are attached herein and incorporated by this reference.

Attachment A1 – County of Sacramento Contract # WA00025381 revision #2

RECITALS

WHEREAS, County, SSA desires to enter into a Contract for CalWIN Client Correspondence Printing, Postage & Mailing Services for SSA; and

WHEREAS, County and Contractor agree that Contract MA-063-15010941 is executed upon mutual agreement of both parties and County of Orange Board of Supervisors approval; and

WHEREAS, Contractor is willing to provide the CalWIN Client Correspondence Printing, Postage & Mailing Services for SSA specified in this Master Agreement to SSA;

NOW, THEREFORE, the parties mutually agree:

ARTICLES

1. **Scope of Contract:** This Contract specifies the terms and conditions by which SSA will procure CalWIN Client Correspondence Printing, Postage & Mailing Services for SSA from the Contractor, referred to as "Services" as more fully detailed in the Attachment A1.
2. **Term of Contract:** This Contract shall commence on March 1, 2015 and continue through and including February 28, 2017, unless otherwise terminated by the County.
3. **Compensation & Payment:** Contractor agrees to provide CalWIN Client Correspondence Printing, Postage & Mailing Services for SSA as set forth in the Attachment A1. The total cost of this Contract shall not exceed \$7,994,068 7,200,000.
4. **Invoicing:** Invoices are to be submitted electronically as a PDF file attachment with the supporting documents to: Yan.Wang@ssa.ocgov.com with cc to Pam.Miller@ssa.ocgov.com and Brigitte.McLellan@ssa.ocgov.com or they are to be submitted to the following address: Social Services Agency Attn: Payment Processing Desk 888 N. Main St., Santa Ana, CA 92701. Vendor shall reference Master Agreement **MA 063 15010941** on all invoices.

SSA department utilizing these services shall monitor the Contract expenditure to ensure the monetary limit is not exceeded.



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Payment will be net 30 days after receipt of an invoice in a format acceptable to the County 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.

An acceptable invoice format shall minimally include:

- A. Contractor's name and address;
- B. Invoice number and date;
- C. Name of County agency/department ordering services/goods;
- D. Description of services/goods and date ordered;
- E. Contract MA-063-15010941;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number and
- H. Contractor's remittance address (if different from line A)

5. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. 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.

FOR COUNTY:

County of Orange
SSA/Procurement Services
888 N. Main St., 1st Floor
Santa Ana, CA 92701
Attn: Angie Villalpando
Telephone: (714) 541-7768
Fax: (714) 541-7772

FOR CONTRACTOR:

BIT California LLC dba Document Fulfillment
Services
910 Riverside Pkwy STE 40
West Sacramento, CA 95605-1510
Attn: Steve Shill
Telephone: (916) 374-9002

COPY TO:

County of Orange
SSA/IT
Attn: Pam Miller
888 N. Main St., 1st floor
Santa Ana, CA 92701
Telephone: (714) 541-7713

COPY TO:

County of Orange
SSA
Attn: Brigette McLellan
888 N. Main St.
Santa Ana, CA 92701
Telephone: (714) 541-7444

6. **Recognition:** Wherever the County of Sacramento is referenced in the Contract No. WA00025381, Contractor will recognize the County of Orange and extend to County the same rights and remedies granted to the County of Sacramento during the entire term of this Contract.
7. **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.



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SIGNATURE PAGE

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

BIT CALIFORNIA LLC DBA DOCUMENT FULFILLMENT SERVICES*

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

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

a political subdivision of the State of California

By _____	Date _____
Print _____	_____
Name _____	Title _____



ATTACHMENT 1

**AGREEMENT
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ATTACHMENT A1

COUNTY OF SACRAMENTO CONTRACT NO. WA00025381