

~~**Contract MA-060-17010854 For
Trane OEM Centrifugal and Helical Chiller R'Newal Services and Maintenance Services**~~

~~This agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, Trane US Inc. dba Trane with a place of business at 17760 Rowland St, City of Industry, CA 91748-1119; 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, 2nd Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."~~

RECITALS

~~**WHEREAS**, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Trane OEM Centrifugal and Helical Chiller R'Newal Services and Maintenance 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, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form) and Exhibit 2 (Blank Job Tool Inventory List), 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 indemnitees as identified in paragraph "P" 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 Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.~~
- ~~I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.~~
- ~~J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of 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) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:~~

- ~~1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~
- ~~2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and~~

- 3) ~~The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.~~

~~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:~~

<u>Coverage</u>	<u>Minimum Limits</u>
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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
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Workers Compensation	Statutory
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Employers Liability Insurance	\$1,000,000 per occurrence
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~~Required Coverage Forms~~

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

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

Required Endorsements

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

- 1) ~~An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*~~
- 2) ~~A primary non-contributing 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 of Orange shall be excess and non-contributing.~~
- 3) ~~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, agents and employees* 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, agents and employees 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 insureds" clause (standard in the ISO CG 0001 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 "P" above, 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 "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.~~
- ~~W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, 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. **Waiver of Jury Trial:** 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 with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule 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 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.~~
- ~~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 five (5) years from that date, unless otherwise terminated by County. 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.~~
- ~~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. **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.~~

- ~~7. **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.~~
- ~~8. **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.~~
- ~~9. **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.~~
- ~~10. **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.~~
- ~~11. **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:~~

~~Trane US Inc. dba Trane~~

~~17760 Rowland St.
City of Industry, CA 91748 1119
Attn: Kerry Frank
Ph: 626 435 1111
Email: Kdfrank@trane.com~~

~~_____~~ For County:

~~County of Orange
Sheriff Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Yvette Torres, Supervising Buyer
Ph: 714 568 5791
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. **Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.~~
- ~~17. **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 controlled substances as defined by federal law.~~
- ~~B. Contractor shall not assign to 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 controlled substances as defined by federal law.~~
- ~~C. If any of the problems identified with respect to 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.~~

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

- ~~1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.~~
- ~~2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.~~
- ~~3. Within fifteen (15) days of the effective date of this Contract, 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-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.~~
- ~~4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in~~

~~information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.~~

- ~~5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.~~
- ~~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. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.~~

~~E. GENERAL SECURITY REQUIREMENT AT WORKSITE:~~

- ~~1. When performing work at a Sheiff-Coroner facility, 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 any facility while performing work under this contract. 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 shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall 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 either to the on-site contact person when leaving the facility, temporarily or 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 as they enter and exit various areas of the County facilities.~~

- ~~11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.~~
- ~~12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.~~

~~F. POTENTIAL DELAYS/INTERRUPTIONS:~~

- ~~1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.~~
- ~~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 are assigned to work in a Sheriff facility who are determined to 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 County's project manager.~~
- ~~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. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.~~
- ~~6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.~~

~~-Signature Page to Follow-~~

Signature Page

The Parties hereto have executed this Contract# MA-060-17010854 for the **Trane OEM Centrifugal and Helical Chiller R'Newal Services and Maintenance Services** on the dates shown opposite their respective signatures below

Contractor*: ~~Trane US Inc. dba Trane~~

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: ~~Trane US Inc. dba Trane~~

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 as to Form
Office of the County Counsel
Orange County, California

By: _____
—Deputy

~~ATTACHMENT A~~

~~Scope of Work~~

~~A. Overview:~~

~~Contractor shall provide Chiller R'Newal Services, a major inspection and maintenance program for Trane manufactured centrifugal and rotary chillers and shall address the following major components:~~

- ~~• Gaskets and seals~~
- ~~• Bearings~~
- ~~• Compressor motors~~

~~Contractor shall provide centrifugal and rotary overhaul services. This program shall be designed to prevent refrigerant leaks, compressor failures and avoid unscheduled downtime. This process shall replace worn materials, restore compressor performance, and update applicable components to current design.~~

~~B. R'Newal Services One Time Service:~~

~~Contractor shall provide the following R'Newal services for two (2) Centrifugal Type Chillers:~~

- ~~• Refrigerant removal and replacement per applicable law~~
- ~~• Dismantling of the centrifugal compressor~~
- ~~• Refrigerant Analysis~~
- ~~• Inspection and verification of the inlet guide vane assembly, motor shaft, labyrinth seals, and the impellers~~
- ~~• Motor inspection including a rotor bar and resistance analysis of the motor~~
- ~~• Verification and adjustment of the controls and measuring devices~~
- ~~• Inspection of the overload controls, contractors, wiring and other starter components~~
- ~~• Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump~~
- ~~• Cleaning and inspection of economizer and liquid line flanges. Contractor shall recommend repairs as necessary.~~
- ~~• Installation of new Trane compressor motor bearings~~
- ~~• Speed balance the rotor and impellers as one operating assembly prior to reassembly of the compressor~~
- ~~• Reassembly of the centrifugal compressor, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets~~
- ~~• Replace oil pump and motor. Clean and verify purge~~
- ~~• Installation of motor terminal board using new Trane approved gaskets and terminal O-rings~~
- ~~• Perform tube brushing for evaporator and condenser section. Chemical cleaning if needed will be quoted separately~~
- ~~• Eddy current test evaporator and condenser, report tube conditions and provide recommendations to County~~
- ~~• Replace relief valve carbon disk and gaskets~~
- ~~• Chiller evacuation and leak testing~~
- ~~• Re-charge with existing refrigerant and adjust charge as necessary. Any additional refrigerant~~

~~found required to be owner furnished and installed by contractor at time of R'Newal. County approval will be required if refrigerant cleaning is needed.~~

- ~~● Start up and operation check by a certified Trane technician~~
- ~~● Verification of operating parameters and adjustments of the chiller as per its original specifications~~
- ~~● Extended warranty on compressor motor, bearings, and lubrication system~~
- ~~● Installation of Trane R'Newal nameplate indicating Trane issues CenTraVac compressor R'Newal serial number~~
- ~~● Factory parts and labor warranty on compressor~~
- ~~● Remove existing old style purge unit~~
- ~~● Provide and install new Trane purge unit (1 per chiller)~~
- ~~● Provide and install remote mounted purge control panel (if needed)~~
- ~~● Purge unit start up and check for proper operation~~
- ~~● Remove existing chiller control~~
- ~~● Provide and install Trane AdaptiView™ control panel (1 per chiller) and sensors~~
- ~~● Control panel start up and check for operation~~

~~Contractor shall provide the following R'Newal Services for two (2) Rotary Type Chillers:~~

- ~~● Starter evaluation~~
- ~~● Circuit remove/transfer existing refrigerant (recovery equipment included)~~
- ~~● Renewed compressors are installed per OEM specification and start up~~
- ~~● Oil and refrigerant lab analysis~~
- ~~● The following will be replaced:~~
 - ~~○ Drier cores~~
 - ~~○ Oil filter element~~
 - ~~○ Complete overhaul of EVXs~~
- ~~● Re-install existing refrigerant that was removed or transferred~~
- ~~● All necessary labor and rigging~~
- ~~● Insulate compressor motor terminals~~
- ~~● Start up and system checkout~~
- ~~● Shipping and Handling~~
- ~~● Factory parts and labor warranty on compressor~~
- ~~● Remove condenser fan blades, motors, mounting bracket, and shroud~~
- ~~● Replace motors and blades~~

~~R'newal Service exclusions and clarifications:~~

- ~~● Existing refrigerant will be re-used. If additional refrigerant is necessary it will be charged according to the contract~~
- ~~● Upgrades to motor starter and controls are not included in this contract, if such service/equipment is required, a separate contract will be required.~~
- ~~● Labor is during normal working hours Monday through Friday, from 7:00 a.m. to 5:00 p.m. (PST). All crane costs are excluded~~
- ~~● Services do not include any modifications to existing building automation systems~~
- ~~● Basic materials and supplies determined necessary by the Trane technician for the normal performance of R'newal services are covered by the service fee including oil filters, grease, cleaning solvents, wiping cloths, and oil analysis costs.~~

C. ~~Scheduled Service and Maintenance Requirements:~~

~~At the conclusion of contractor performed R'newal services, Contractor will begin the Scheduled Services consisting of quarterly and annual scheduled maintenance for four (4) Trane centrifugal and two (2) rotary chillers including:~~

- ~~• Operational Quarterly Service

 - ~~○ Chiller inspection~~
 - ~~○ Start up/Run inspection~~
 - ~~○ Refrigerant replacement at 0% Charge of unit per year as needed~~
 - ~~○ Laboratory analysis of refrigerant and oil~~~~

- ~~• Annual Service

 - ~~○ Chiller inspection~~
 - ~~○ Start up/Run inspection~~
 - ~~○ Change oil filter~~
 - ~~○ Oil analysis~~
 - ~~○ Brush condenser tubes, including dropping condenser heads~~
 - ~~○ Clean condenser coils~~
 - ~~○ Refrigerant usage report~~
 - ~~○ Brush evaporator tubes, including dropping evaporator heads (Centrifugal only)~~
 - ~~○ Data collection and assessment via Trane Optics~~
 - ~~○ Perform eddy current test on condenser and evaporator (Centrifugal only)~~
 - ~~○ Capturing and tracking of all refrigerant activity~~
 - ~~○ SD Summit BCU Inspection (CNT145)~~~~

~~All evaluations shall be performed by a Trane representative.~~

D. ~~Service and Repairs~~

~~Contractor shall provide the standard compressor R'newal parts and labor warranty for the compressor(s) on which R'newal services have been completed. The warranty coverage term shall be five (5) years parts and labor. If maintenance is cancelled before the end of the R'newal compressor warranty period the the third through fifth year compressor warranty shall be void.~~

~~Centrifugal and rotary R'newal extended 5 year warranties require the purchase of a Service Agreement that includes, at a minimum:~~

- ~~• An annual chiller inspection, start up, run inspection, and an annual oil analysis for the duration of the extended warranty period.~~

~~Cancellation of the Service Agreement voids the R'newal warranty.~~

E. List of Equipment:

Location	Asset #	Model #	Serial #	Designation	Type	R'Newal	Service Agreement
Theo Lacy Facility—Admin	00011335	CVHE040GESL0YE	L16D01959	CHILLER #1	Centrifugal		X
Theo Lacy Facility—Admin	00011039	CHE40GE5D	L13D02091	CHILLER #2	Centrifugal		X
Theo Lacy Facility—CP-2	00005542	CVHE450	L01B07169	CHILLER #1	Centrifugal	X	X
Theo Lacy Facility—CP-2	00005543	CVHE450	L01B07168	CHILLER #2	Centrifugal	X	X
Coroner Facility	00007352	RTAAI254XM0IA3D0BN	U02F05330	CHILLER #1	Rotary	X	X
Coroner Facility	00007351	RTAAI254XM0IA3D0BN	U02F05331	CHILLER #2	Rotary	X	X

F. Service Locations:

Theo Lacy Facility	Coroner's Facility
431 The City Drive South	1071 W. Santa Ana Blvd
Orange, CA 92868	Santa Ana, CA 92703

ATTACHMENT B**Pricing**

1.—Cost for Services, including labor, parts and materials:

A.—

Centrifugal Annual Inspection Service	Year 1	Year 2	Year 3	Year 4	Year 5
Qty	4	4	4	4	4
U/M	Each	Each	Each	Each	Each
Unit Cost	\$6,737.00	\$5,975.00	\$6,154.00	\$6,825.00	\$7,030.00
Extended Cost	\$26,948.00	\$23,900.00	\$24,617.00	\$27,300.00	\$28,119.00

B.

Centrifugal Operational Quarterly Inspection	Year 1	Year 2	Year 3	Year 4	Year 5
Qty	4	4	4	4	4
U/M	Each	Each	Each	Each	Each
Unit Cost	\$680.00	\$700.00	\$721.00	\$743.00	\$765.00
Extended Cost	\$8,160.00	\$8,405.00	\$8,657.00	\$8,917.00	\$9,184.00

C.

SD Summit-BCU Inspection (one (1) inspection, one (1) per year)	Year 1	Year 2	Year 3	Year 4	Year 5
Qty	1	1	1	1	1
U/M	Each	Each	Each	Each	Each
Cost	\$679.00	\$700.00	\$721.00	\$742.00	\$765.00

D.

Air Cooled Rotary Annual Inspection	Year 1	Year 2	Year 3	Year 4	Year 5
Qty	2	2	2	2	2
U/M	Each	Each	Each	Each	Each
Cost	\$1,755.00	\$1,808.00	\$1,862.00	\$1,918.00	\$1,975.00
Extended Cost	\$3,510.00	\$3,615.00	\$3,724.00	\$3,835.00	\$3,951.00

E.

Air Cooled Rotary Quarterly Inspection	Year 1	Year 2	Year 3	Year 4	Year 5
Qty	2	2	2	2	2
U/M	Each	Each	Each	Each	Each
Cost	\$580.00	\$597.00	\$615.00	\$634.00	\$653.00
Extended Cost	\$3,480.00	\$3,584.00	\$3,692.00	\$3,803.00	\$3,917.00
Annual total with recommended frequency of inspection (Sections A-E)	\$42,777.40	\$40,204.28	\$41,410.41	\$44,597.21	\$45,935.00
			5 year Service Fee shall not exceed:		\$214,924.00

F.

One-Time Fee for R'Newals				
Item No.	Qty	Description	Unit Cost	Extended Cost
1	2	Theo Lacy CP 2 Centrifugal R'Newals	\$112,424.00	\$224,848.00
2	2	Morgue RTAA R'Newals	\$56,212.00	\$112,424.00
		One-Time Fee shall not exceed:		\$337,272.00

**R'Newal Labor shall be done at normal working hours, Monday-Friday, 8:00 am. to 5:00 p.m. and shall exclude labor costs due to unusual equipment access. All crane costs are excluded.*

Miscellaneous Service and Repairs: Any service or repairs that are not included in the scheduled services stated above shall be quoted separately and shall be approved by the County Project Manager or designee. Labor and material shall be billed in accordance with the rates listed below. Such miscellaneous services and repairs shall not exceed \$250,000 for the five years term of this contract.

Refrigerant cleaning _____ \$7.00 /lb
 Refrigerant reclaiming _____ \$7.00 /lb
 Refrigerant HCFC 22 _____ \$23.00 /lb
 Refrigerant HCFC 123a _____ \$17.00 /lb

Material (i.e. insulation) _____ Cost + 15% markup

Trane Service Hourly Rates _____ Straight Time _____ Over Time _____ Double Time (Sun. and Holidays)

Applied Technician (Chillers) _____ \$159/hr _____ \$238.5/hr _____ \$318/hr
 Commercial Technician (Rooftops) _____ \$125/hr _____ \$187.5/hr _____ \$250/hr
 Controls Technician _____ \$166/hr _____ \$249/hr _____ \$322/hr

Total Contract amount shall not exceed \$802,196.00/5 years

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:~~

~~Sheriff-Coroner Department
431 The City Drive South
Orange, CA 92868
Attn: Jeff McMillan
Ph: 714-935-6879~~

~~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.—Federal Tax I.D. number~~
- ~~5.—Sales tax, if applicable~~
- ~~6.—Invoice Number~~

~~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 30th, 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 (90th) 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.~~

EXHIBIT 1

CHILD SUPPORT ENFORCEMENT REQUIREMENTS

~~In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.~~

~~Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure 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 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.~~

~~The certifications will be stated as follows:~~

~~*"I certify that Trane US Inc. dba Trane is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract # MA-060-17010854 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.*~~

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

~~Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.~~

County of Orange Child Support Enforcement
Contract Certification

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**
RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

PART I

A. In case of an individual contractor, provide:

— His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

— The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. *If your firm is a non-profit entity please indicate: "N/A, Non Profit Organization" OR If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

- 1. **Name:** _____
- D.O.B. _____
- SSN No: _____
- Residence Address: _____

- 2. **Name:** _____
- D.O.B. _____
- SSN No: _____
- Residence Address: _____

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

~~EXHIBIT 2~~

~~TOOL CONTROL POLICY Orange County Sheriff's Department~~

~~Tool Control Guidelines for Contractors Working in Correctional Facilities~~

~~The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.~~

~~All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.~~

~~Instructions for persons entering the facility:~~

- ~~• Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.~~
- ~~• Present the written inventory at the entrance to the facility at which you are working.~~
- ~~• A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.~~
- ~~• A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.~~
- ~~• The security staff will retain the original inventory, but will make you a copy if you need one.~~
- ~~• Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.~~
- ~~• If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.~~

~~Instructions for vehicles entering the facility:~~

- ~~• All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.~~
- ~~• Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.~~
- ~~• Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.~~

~~Contact Information if you have questions about this policy or need more information:~~

~~James A. Musick Facility • (949) 855-7777~~

~~Intake Release Center • (714) 647-6120~~

~~Theo Lacy Facility • (714) 935-6216~~

JOB TOOL INVENTORY LIST

Date: _____ Name: _____ WO# _____

*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	<input type="checkbox"/>	<input type="checkbox"/>
2)	<input type="checkbox"/>	<input type="checkbox"/>
3)	<input type="checkbox"/>	<input type="checkbox"/>
4)	<input type="checkbox"/>	<input type="checkbox"/>
5)	<input type="checkbox"/>	<input type="checkbox"/>
6)	<input type="checkbox"/>	<input type="checkbox"/>
7)	<input type="checkbox"/>	<input type="checkbox"/>
8)	<input type="checkbox"/>	<input type="checkbox"/>
9)	<input type="checkbox"/>	<input type="checkbox"/>
10)	<input type="checkbox"/>	<input type="checkbox"/>
11)	<input type="checkbox"/>	<input type="checkbox"/>
12)	<input type="checkbox"/>	<input type="checkbox"/>
13)	<input type="checkbox"/>	<input type="checkbox"/>
14)	<input type="checkbox"/>	<input type="checkbox"/>
15)	<input type="checkbox"/>	<input type="checkbox"/>
16)	<input type="checkbox"/>	<input type="checkbox"/>
17)	<input type="checkbox"/>	<input type="checkbox"/>
18)	<input type="checkbox"/>	<input type="checkbox"/>
19)	<input type="checkbox"/>	<input type="checkbox"/>
20)	<input type="checkbox"/>	<input type="checkbox"/>
21)	<input type="checkbox"/>	<input type="checkbox"/>
22)	<input type="checkbox"/>	<input type="checkbox"/>
23)	<input type="checkbox"/>	<input type="checkbox"/>
24)	<input type="checkbox"/>	<input type="checkbox"/>
25)	<input type="checkbox"/>	<input type="checkbox"/>
26)	<input type="checkbox"/>	<input type="checkbox"/>
27)	<input type="checkbox"/>	<input type="checkbox"/>
28)	<input type="checkbox"/>	<input type="checkbox"/>