

Contract MA-060-22011304  
with  
Computrition, Inc.  
for  
Automated Food Service System Software “AFSS” Maintenance and Support

This Contract MA-060-22011304 for Automated Food Service System Software “AFSS” Maintenance and Support (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Computrition, Inc., with a place of business at 8521 Fallbrook Ave., Suite 100, West Hills, CA 91304 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for a non-exclusive, non-perpetual, and non-transferable license to their Automated Food Service System Software “AFSS” Maintenance and Support under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Automated Food Service System Software “AFSS” Maintenance and Support to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

WHEREAS, the County Board of Supervisors has authorized the County’s Purchasing Agent (as such terms is defined in Title 3, Division 2, Part 2, Chapter 5, Article 7 (Secs. 25500 et seq.) of the California Government Code) or designee to enter into a Contract for Automated Food Service System Software “AFSS” Maintenance and Support with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract, including Attachments A and B, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. If applicable, County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. If applicable, 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 until all the goods/services have actually been received, inspected, and tested to the system specifications, and 2) payment shall be made in accordance with Attachment B, Payment and Compensation. In the event the Contract is terminated for cause by County, Contractor shall pay one/twelfth (1/12) of the annual fee, prepaid maintenance and support of software licenses (as listed in this contract) for each month or portion thereof remaining in the applicable Contract year as listed in this Contract.
- 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 indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. The parties agree that it is County's responsibility to determine whether the Software is suitable for County's requirements. Except as stated in this Contract, no other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Contract or have any legal effect whatsoever.

Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County and County may terminate the Contract pursuant to Paragraph Q in the event of any assignment, however, such consent will not be required if Contractor assigns this Contract to a wholly-owned affiliate in connection with an internal reorganization so long as County receives sufficient notice. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to (i) terminate this Contract in accordance with Section 5(b) without penalty for cause or (ii) after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall 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 the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

- O. Insurance 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>
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
Technology Errors & Omissions	\$1,000,000 per claims-made; \$1,000,000 aggregate

#### 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 Insured's, 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. If Contractor's Technology Errors & Omissions are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

If Contractor's Technology Errors & Omissions is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" 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.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. If permitted by law, the Contractor is obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will

be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall make commercially reasonable efforts to establish rules and procedures advising its employees, agents and subcontractors that they are not permitted to provide or offer gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike, pandemic, epidemic, natural disaster or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Except where a failure to do so would not have a material adverse effect on County or Contractor's performance under this Contract, 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 "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight (F.O.B. Origin):** County shall be responsible for all Delivery Costs. Payment by County of Delivery Costs shall be due and payable upon its receipt of Computrition's invoice.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable

manner to effect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor relevant to the performance of this Contract for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving/succeeding entity or, in the event of liquidation, to the County's project manager.
- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the



budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County will provide written funding change notice to Contractor within thirty (30) calendar days of such state or local budget determination and may terminate this Contract or shall have a right to negotiate with Contractor modifications to this Contract without penalty no earlier than thirty (30) days after providing the funding change notice.

CC. Expenditure Limit: Intentionally left blank.

#### 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 continue ~~for one (1) calendar year from that date~~ in effect from 6/30/23 – 6/29/27, unless otherwise terminated by the Parties. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be ~~not~~ renewed, ~~by mutual written agreement of both Parties for four (4) additional one (1) year terms. The Parties do not have to give reason if they elect not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. may terminate the Contract pursuant to Section K herein;
  - b. must afford the Contractor written notice of the breach and fifteen (15) calendar days from such notice (or such shorter time as may be specified elsewhere in this Contract) within which to cure the breach;
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor's Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **County's and Contractor's Project Manager and Key Personnel:** County and Contractor shall each appoint a project or account manager to direct the County's and Contractor's efforts in fulfilling County's and Contractor's obligations under this Contract. If project management is purchased, the Contractor's project or account manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's

project or account manager may request the removal and replacement of the Contractor's project or account manager from providing services to the County under this Contract. The County's project or account manager shall notify the Contractor in writing of such request. The County shall provide additional information, reason or rationale in the event it requires the removal of Contractor's project or account manager from providing further services under the Contract.

9. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium (“County Data”) furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All County Data or copies thereof, must be destroyed upon written request following the termination or expiration of this Contract. Notwithstanding the foregoing, (i) the Contractor may retain copies of the County Data to the extent required to comply with legal, regulatory or internal documentation retention requirements; and (ii) the Contractor shall not be required to destroy, delete or modify any electronic media pursuant to automated archival processes in the ordinary course of business; provided that such retained copies or media shall remain subject to the confidentially obligations contained herein, which survive such termination or expiration.
10. Default – Intentionally left blank
11. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
  1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
12. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

13. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor for existing use shall apply to net new use in serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin (i.e. over and above the margin in existence prior to such event of emergency) as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
14. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor within 120 days after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

15. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

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

Contractor: Computriton, Inc.  
8521 Fallbrook Ave., Suite 100  
West Hills, CA. 91304  
Attn: Alison Berry Ph: 818-961-3999  
Email: aberry@computriton.com

County: Sheriff-Coroner Department / Inmate Services Division  
1530 S. State College Blvd.  
Anaheim, CA. 92806  
Attn: Christina Chavez  
Ph: 714-939-4836

Email: cchavez@ocsheriff.gov

Assigned DPA: County of Orange  
 Sheriff-Coroner Department/Purchasing Services Unit  
 320 N. Flower Street, 2<sup>nd</sup> Floor  
 Santa Ana, CA 92703  
 Attn: Eric Gregory  
 Ph: 714-834-4336  
 Email: egregory@ocsherif.gov

18. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
19. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 120 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
20. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
21. Usage Reports: Intentionally left blank
22. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.  
  
 In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
23. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

Signature Page

The Parties hereto have executed this Amendment Number One to Contract# MA-060-22011304 ~~for Automated Food Service System Software “AFSS” Maintenance and Support on the dates shown opposite their respective signatures below.~~

Contractor\*: Computrition, Inc.

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor\*: Computrition, 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: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT A

## Scope of Work

Contractor shall provide County with Annual Automated Food Service System Software “AFSS” Maintenance and Support for the following software licenses as requested by the Sheriff-Coroner Department / Inmate Services Division.

Software Name and Version	Users
Hospitality Suite – Foodservice Operations Management (FOM) Pro (Release 18.2)	15 Concurrent Users
Oracle 11G (Version 11.2.0.2)	30 Named Users
Extended Interface Support	NA
Oracle DBA	NA

**I. SCOPE OF SERVICES:**

- A. Direct primary support regarding the use and operation of the Software via a toll-free 800 telephone number will be available from 6:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, except for Thanksgiving Day, Christmas Day, New Year’s Day and July 4<sup>th</sup> (as adjusted to reflect national observances). Contractor will respond to all request for Support Services within four (4) business hours following receipt of the support request. In instances in which problems with the Software products have rendered the system inoperable, Contractor will respond to the support request within one (1) hour following receipt of request.
- B. Severity Levels will be assigned by Contractor support staff when a call is received and/or County is contacted and an explanation of the issue has been submitted by the County. Users may submit their issue a variety of ways – via the 800 toll-free number, email and/or on-line support website, [www.support.computrition.com](http://www.support.computrition.com). Contractor will escalate issue based upon the ability to remediate the issue and its Severity level as outlined below:

1. Severity 1

The problem causes complete loss of application functionality. Work cannot reasonably continue, the operation is mission critical to the business and the situation is an emergency. A Severity 1 problem has one or more of the following characteristics:

- Data corrupted
- A critical function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes and crashes repeatedly after restart attempts

2. Severity 2

The problem causes a severe loss of service. No acceptable workaround is available; however, operation can continue in a restricted fashion

3. Severity 3

The problem causes minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

4. Severity 4

The problem causes no loss of service. The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.

C. Contractor Internal Escalation Plan:

1. Level 1

The first line of support provides support services to the County and provides for support within the times allotted for in this contract. These calls will be handled by support staff that is trained to answer the majority of issues that they may come across.

2. Level 2

If, after the time allotted to a specific service level passes, and internal notification to a support coordinator or manager is made in order to escalate the issue and provide an action plan to the County for steps necessary in getting the County either a fix to the problem, or a solution and timeline.

3. Level 3

If a Support Services coordinator or manager cannot see a solution or course of action for the County within 24 hours of the time the incident was reported, a Vice President will be notified to the issue and an assessment of the situation will be made.

Support can be provided remotely on the telephone, and in more complex issues, with the use of a variety of VPN/Dial-up and other remote access solutions. Contractor will utilize tools such as Cisco VPN, Nortel VPN, Secure ID, PC Anywhere, Citrix Metaframe and Terminal Services, all depending upon County standards.

Contractor's Customer Service Team will meet on a daily basis to review all issues from the previous day. Weekly meetings will also be conducted to review the prior week's number of calls, call types, etc. Contractor will provide the County with the best software and services.

D. Staffing:

Contractor shall provide adequate staff to perform the services listed in this Contract in a manner satisfactory to the County.

E. Contractor AFSS Manual:

Contractor shall maintain a comprehensive AFSS manual designed to document the AFSS functions, guide trained users and train future users as well as provide technical specifications to allow AFSS management by County staff. Manuals and documentation provided shall include the Hospitality Suite User manual, the Hospitality Suite Administration manual and the Hospitality Suite HACCP manual; all of which are available on-line.

F. Upgrades for Sustainability:

Contractor shall offer customized modifications and enhancements to Computrition AFSS at current cost or current license pricing and Contractor will provide modifications or upgrades to Computrition AFSS to retain compatibility with future Microsoft Office products. Hospitality Suite upgrades or modifications shall be deployed to the County via a CD or other desired media.



G. Software Maintenance and Support:

Contractor shall respond to the initial request for Software support within four (4) business hours after initial contact, and services shall be provided within four (4) hours' notice during regular working hours. In instances in which problems with the Software products have rendered the system inoperable, Contractor will respond to support request within one (1) hour following receipt of same.

- Unlimited toll free customer support will be available via toll free support line into the call center. The cost is included in the Annual License Subscription Fees for support services.
- Optional Weekend Application Support will be available for an additional annual cost.
- Contractor shall provide off-site support 24/7.
- Toll-free telephone number will be provided.

H. Oracle Support:

This Service Level is specifically available for the Oracle RDBMS Licensing from Computriton directly. The Service Level provides County with Oracle RDBMS Product Updates along with Oracle Break/Fix Oracle Support. Under Contractor's Application Specific Licensing for Oracle RDBMS, Contractor provides the first line of support for Break/fix issues with Oracle. When necessary, Contractor will escalate Break/Fix issues to Oracle support at their discretion.

- Telephone Break/Fix Support during standard support hours shall be provided via a toll-free 800 telephone number to the County from 6:00 a.m. to 6:00 p.m. (Pacific Time), Monday through Friday, except for Thanksgiving Day (USA, Christmas Day, New Year's Day and July 4<sup>th</sup>).

I. Extended 24X7 Oracle Support:

This Service Level is specifically for the Application Specific Oracle RDBMS Licensing from Contractor directly. This Service Level provides County with Oracle RDBMS Product Updates along with Oracle Break/Fix Oracle Support. Under Contractor's Application Specific Licensing for Oracle RDBMS, Contractor provides the first line of support for Break/Fix issues with Oracle. When necessary, Contractor will escalate Break/Fix issues to Oracle Support at their discretion.

- Telephone Break/Fix Support 24X7
- Remote Support Accessibility via VPN

J. Oracle DBA Remote Administration:

This service provides remote Oracle database administration needs for the County's operation, and includes 24X7X365 access to Contractor's staff of Certified Oracle DBAs

The following are part of this service:

- Monitoring of Oracle database
- Periodic performance analysis
- Oracle emergency support
- Reporting and resolving all serious Oracle alert log messages
- Proactive Database Management
- Team support from professional DBAs
- Oracle software upgrades and migrations
- Backup and Recovery support
- Monitoring of the database environment
- Immediate response to any database emergency
- Same day response to any database non-emergency
- Regular monitoring of daily maintenance jobs
- Space monitoring

- Reporting and resolving all serious database alert log messages
- Managing and maintaining daily scheduled backups
- Performance tuning and space optimization available on an as needed basis, at an additional fee

Computrition's requirements:

- VPN Access to database
- Current Oracle Technical Support Contract
- OS Level Privileges

K. Computrition Oracle Database Maintenance (Alert Notification):

Contractor provides automated database maintenance. This service offers automatic email alert notification. Contractor has developed a series of scripts (batch processes) to accommodate many of the tasks that must be performed on a regular basis. The batch processes are controlled (automated) using the Microsoft Scheduled Tasks feature of Windows.

The following are part of this service:

- Schema (Database) Exports
- Database Backups
  - Hot Backups (online)
  - Cold Backups (offline)
- Log File Management
  - Oracle Alert
  - Oracle Trace
  - Online Archive Log
  - Listener Control Logs
  - SQL\*Net
- Cleanup of Obsolete Export Files
- Scanning of the Alert Log for Errors
- Disk Space Monitoring

Automating these processes will ensure that critical data is being backed up both properly and regularly.

L. Standard Interface Application Support:

Interface Application Support is related to the specific features and functionality of Contractor Interface applications. This support level covers the actual use of the Contractor application and remediation of problems that arise within the software. Update installation support is covered under this support level, as are data problem identification, and general system use.

- Telephone Support during standard hours 6:00 a.m. to 6:00 p.m. (Pacific Time), Monday through Friday, except for Thanksgiving Day (USA), Christmas Day, New Year's Day and July 4<sup>th</sup>.
- Remote Support Accessibility via VPN

M. Enhanced 24X7 Interface Support:

Interface Application Support is related to the specific features and functionality of Contractor Interface applications. This support level covers the actual use of the Contractor application and remediation of problems that arise within the software. Update installation support is covered under this support level, as are date problem identification, and general system use.

- Telephone Break/Fix Support 24X7
- Remote Support Accessibility via VPN

II. **SERVICE LOCATION:**

County of Orange  
Sheriff-Coroner Department / Inmate Services Division  
1530 S. State College Blvd.  
Anaheim, CA 92806  
Attn: Christina, Chavez  
Ph: 714-939-4836  
Email: cchavez@ocsheriff.gov

## ATTACHMENT B

## Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Automated Food Service System Software “AFSS” Maintenance and Support as set forth in Attachment A, “Scope of Work”.

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

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

<b>Year One Cost</b>	
Annual Software Maintenance Fee Including; FOM PRO (Site + Four (4) Sites + Fifteen (15) Concurrent Users). \$29,318.77 Oracle (Thirty (30) Named Users (Open Market). \$2,060.94 Technical Support (24/7). \$8,435.77 Oracle DBA Support. \$14,250.88 Year One 6/30/22 – 6/29/23	Not to Exceed \$54,066.36

<b>Year Two Cost <i>If Renewed</i></b>	
Annual Software Maintenance Fee Including; FOM PRO (Site + Four (4) Sites + Fifteen (15) Concurrent Users). \$30,198.33 Oracle (Thirty (30) Named Users (Open Market). \$2,122.77 Technical Support (24/7). \$8,435.77 Oracle DBA Support. \$14,250.88 Year Two 6/30/23 – 6/29/24	Not to Exceed \$55,007.75

<b>Year Three Cost <i>If Renewed</i></b>	
Annual Software Maintenance Fee Including; FOM PRO (Site + Four (4) Sites + Fifteen (15) Concurrent Users). \$31,104.28 Oracle (Thirty (30) Named Users (Open Market). \$2,186.45 Technical Support (24/7). \$8,435.77 Oracle DBA Support. \$14,250.88 Year Three 6/30/24 – 6/29/25	Not to Exceed \$55,977.38

<b>Year Four Cost <i>If Renewed</i></b>	
Annual Software Maintenance Fee Including: FOM PRO (Site + Four (4) Sites + Fifteen (15) Concurrent Users). \$32,037.41 Oracle (Thirty (30) Named Users (Open Market)). \$2,252.04 Technical Support (24/7). \$8,435.77 Oracle DBA Support. \$14,250.88 Year Four 6/30/25 – 6/29/26	Not to Exceed \$56,976.10

<b>Year Five Cost <i>If Renewed</i></b>	
Annual Software Maintenance Fee Including: FOM PRO (Site + Four (4) Sites + Fifteen (15) Concurrent Users). \$32,998.53 Oracle (Thirty (30) Named Users (Open Market)). \$2,319.60 Technical Support (24/7). \$8,435.77 Oracle DBA Support. \$14,250.88 Year Five 6/30/26 – 6/29/27	Not to Exceed \$58,004.78

Annual Software Maintenance Fee shall be paid yearly in advance.

3. **Price Increase/Decreases:** No price increases will be permitted during the first year of the contract. The County requires documented 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. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Advance:** Invoices are to be submitted annually in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - a. Contractor’s name and address
  - b. Contractor’s remittance address, if different from 1 above
  - c. Contractor’s Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Master Agreement (MA) or Purchase Order (PO) number
  - g. Agency/Department’s Account Number
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department / Inmate Services Division  
 1530 S. State College Blvd.  
 Anaheim, CA. 92806  
 Attn: Christina Chavez  
 Ph: 714-939-4836  
 Email: cchavez@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT))  
 The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
10. 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.