

CONTRACT PO-080-23011263

FOR

FLEET RELATED TECHNOLOGY & SOFTWARE SOLUTIONS

BETWEEN

OC PUBLIC WORKS

AND

ASSETWORKS INC.



**CONTRACT PO-080-23011263
FOR
FLEET RELATED TECHNOLOGY & SOFTWARE SOLUTIONS
WITH
ASSETWORKS INC.**

THIS Contract PO-080-23011263 for Fleet Related Technology & Software Solutions (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and AssetWorks Inc., with a place of business at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 (“Contractor”) with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties.”

ATTACHMENTS

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

Attachment A: Scope of Work/Contractor Fees

Attachment B: Equalis Group Contract #COG-2123A

RECITALS

WHEREAS, Equalis Group has issued Contract #COG-2123A (“Equalis Contract”), effective September 1, 2021, through August 31, 2026; and,

WHEREAS, Parties desire to enter into Contract PO-080-23011263 for Fleet Related Technology & Software Solutions pursuant to the Scope of Work, Pricing, Terms and Conditions of the Equalis Contract; and,

WHEREAS, Contractor agrees to provide Fleet Related Technology & Software Solutions to the County in accordance with the Specifications, Pricing, Terms and Conditions of the Equalis Contract, incorporated herein by reference; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the Equalis Contract; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

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

ARTICLES

General Terms and Conditions:

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

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** 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.
- F. **RESERVED**
- G. **RESERVED**
- 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 will indemnify and defend, at its own expense, any action brought against County to the extent that it is based on a claim that the software supplied by Contractor infringes a worldwide patent or copyright, and Contractor will pay those costs and damages finally awarded against County in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that Contractor shall be promptly notified in writing by County following its receipt of any such claim; (2) that Contractor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the software become, or in Contractor's opinion is likely to become, the subject of a claim of infringement of a worldwide patent or copyright, then County shall permit Contractor, at its option and expense, either to (A) procure for County a non-infringing license to use the software; (B) modify the software so that it becomes non-infringing; (C) procure for County a depreciated credit for the software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the software, which the parties agree shall be 5 years. Contractor shall have no liability to County under any provision of this clause with respect to any claim of patent or copyright infringement that is based on County's unauthorized use or combination of the software with software or data not supplied by Contractor as part of the software.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any

portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately for cause with notice to Contractor and 30 days for Contractor to cure a material breach or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. In the event this Agreement is terminated without cause, County will not be entitled to a refund for any prepaid annual or monthly fees for maintenance, and if such fees have not been paid, all fees for the then-current year of the term will become immediately due and payable.

In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work in accordance with the documentation or description of the work. 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. **RESERVED**
- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**
Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new

owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

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

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be liable for any failure or during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article "Z,"** below, Contractor agrees that it shall defend and indemnify County and County Indemnitees from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **RESERVED**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify and defend with counsel approved in writing by County, 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") from third party claims, demands or liability of personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of at least thirty (30) days of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by

law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

Unless otherwise required by law, such audit will take place no more than one (1) time per year and will be at the County's expense.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. County will endeavor to provide at least thirty (30) days' notice to Contractor of such non-appropriation of funding.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the Contractor shall provide Fleet Related Technology & Software Solutions in accordance with the Equalis Contract.
2. **Term of Contract:** The term of this Contract is effective July 1, 2022 through December 31, 2022.
3. **Amendments - Changes/Extra Work:** This Contract may only be amended by mutual written agreement of the parties.

If changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than ninety (90) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned DPA, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned DPA.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and thirty (30) calendar days or such shorter time that may be specified 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. **Compensation & Payment:** Contractor agrees to provide Fleet Related Technology & Software Solutions at the rate set forth in Attachment A.
8. **Not-To-Exceed Limit:** The amount of this Contract for the initial term shall not exceed **\$49,513.25**. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by the Parties.
9. **RESERVED**
10. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 15.
11. **RESERVED**
12. **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:
 - a. 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).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization’s policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company’s drug-free policy statement; and
 - ii. 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.
13. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at

http://www.edd.ca.gov/Employer_Services.htm

14. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties’ Project Managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: AssetWorks INC.
Attn: Legal Department
998 Old Eagles School Rd
#1215
Wayne, PA 19087
Phone: (800) 659-9001
Email: tyler.beaty@assetworks.com

County’s Project Manager: OC Public Works/OC Fleet Services
Attn: Ami Leofa/Project Manager
445 Civic Center Drive West
Santa Ana, CA 92701
Phone: (714) 955-0389
Email: Ami.Leofa@ocpw.ocgov.com

cc: OC Public Works/Procurement Services

Attn: Wayne Hsiao, County DPA
601 North Ross Street
Santa Ana, CA 92701
Phone: 714-667-9626
Email: Wayne.Hsiao@ocpw.ocgov.com

15. **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.
16. **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 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

Signature Page Follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

ASSETWORKS INC.*

<i>Steve Occhiolini</i>	Steve Occhiolini	Vice President	6/1/2023
Signature	Name	Title	Date

<i>Steve Occhiolini</i>	Steve Occhiolini	CFO	6/1/2023
Signature	Name	Title	Date

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

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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**APPROVED AS TO FORM:
County Counsel**

Stephanie Clark

By: _____

Deputy

Stephanie Clark

Name: _____

6/1/2023

Date: _____

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

ATTACHMENT A

SCOPE OF WORK/CONTRACTOR FEES

1. **SCOPE OF WORK:** Contractor shall provide Fleet Related Technology & Software Solutions in accordance with the Equalis Contract.

AssetWORKS

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
 Tel (484) 588-5515 Fax (610) 971-9447

TO: Orange County
 FROM: AssetWorks Inc.
 DATE: December 14, 2022
 RE: FleetFocus FA Maintenance and Support Renewal

MAINTENANCE RENEWAL STATEMENT

Number 1325 FAFL MNT22_Rev1
 Equalis Contract #: COG-2123A
 Revised to reduce license count by 100

Prices valid through June 30, 2024

Annual Software Maintenance and Support for period 7/1/2022 - 12/31/2022 (6 Months)

FleetFocus FA license for up to 2,800 active equipment units Including Bar Code, Call Center, Crystal Reports Embedded with 2 report author seats, Equipment Planning, KPI/Dashboards, Labor Capture, Maxqueue, MobileFocus for 1 device, Motor Pool, Notifications, Production Planning, Query, Replacement Modeling, Reporting, Service Level Agreements, and Shop Scheduling	\$	44,309.58
FuelFocus software, 3 ICUs <i>Includes product updates and enhancements, unlimited email and telephone support for 12 months</i>	\$	5,203.67
Subtotal	\$	49,513.25

2. **Payment Terms – Payment in Advance:** Invoices are to be submitted annually in advance of services provided to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements.

Should the Contract be terminated prior to the expiration date, there shall be no refund to County.

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.

3. **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.
4. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
- A. Contractor's name and address
 - B. Contractor's remittance address, if different from "A" above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/Service address
 - F. Purchase Order (PO) number PO-080-23011263
 - 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

OC Public Works/OC Fleet Services
Attn: Accounts Payable
445 Civic Center Drive West
Santa Ana, CA 92701-4550

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

**ATTACHMENT B:
EQUALIS GROUP CONTRACT #COG-2123A
(SEE SEPARATE ATTACHMENT)**