

**County of Orange Contract #MA-060-22010075 with  
Nth Generation Computing, Inc., pursuant to State of Minnesota, WSCA-NASPO  
ValuePoint Contract No. MNNVP-134  
For Hewlett Packard Enterprise, Computer Equipment: Servers & Storage including  
Related Peripherals and Services (Bands 4 & 5)**

This Contract MA-060-22010075 is made and entered into upon execution of all necessary signatures between Nth Generation Computing, Inc., having its principal place of business at 17055 Camino San Bernardo, San Diego, CA. 92172 (referred as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Ste. 108, Santa Ana, CA 92703 (referred to as “County”) which are sometimes individually referred to as “Party” or collectively referred to as “Parties”.

### ATTACHMENTS

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

Attachment A- Scope of Work  
Attachment B – Compensation and Payment Terms  
Attachment C – State of Minnesota, WSCA-NASPO ValuePoint Contract No. MNWNC-115,  
Assignment Agreement  
WSCA-NASPO ValuePoint Contract No. MNNVP-134,  
Amendment Numbers Three and Four  
Attachment D – California Participating Addendum No. 7-15-70-34-002,  
and Amendment Number One  
Attachment E- Orange County Sheriff’s Department Tool Control Policy

### RECITALS

**WHEREAS**, the State of Minnesota has issued a Master Price Agreement as Contract No. MNNVP-134, through WSCA-NASPO ValuePoint for Computer Equipment (Desktops, Servers, and Storage including Related Peripherals and Services) now in effect from April 1, 2015 through and including ~~July 31, 2022~~ February 28, 2023 (“NASPO ValuePoint Contract No. MNNVP-134”), included in Attachment C; and

**WHEREAS**, the State of California has issued Participating Addendum No. 7-15-70-34-002 on behalf of all California political subdivisions/local governments to purchase Computer Equipment (Servers and Storage) pursuant to NASPO ValuePoint Contract No. MNNVP-134, included in Attachment D; and

**WHEREAS**, COUNTY and CONTRACTOR desire to enter into a Contract for CONTRACTOR to perform services under the NASPO ValuePoint Contract No. MNNVP-134; and

**WHEREAS**, CONTRACTOR is authorized as a reseller on NASPO ValuePoint Contract No. MNNVP-134 to provide to COUNTY Computer Equipment (Servers and Storage) specified in this Contract ; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Computer Equipment: Servers & Storage including Related Peripherals and Services (Bands 4 & 5) with the CONTRACTOR;

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

### DEFINITIONS

“State of Minnesota” and “State” as used in Attachment C shall mean County of Orange, its employees and authorized representatives for purposes of this Contract.

### ARTICLES

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specifies the terms and conditions by which County will procure goods and services in connection with NASPO ValuePoint Contract No. MNNVP-134 from the Contractor, hereinafter referred to as “Services” as more fully detailed in **Attachment A, Scope of Work**.
2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments.

**Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall continue through ~~July 31, 2022~~, February 28, 2023, unless otherwise terminated by County. Contract may be renewed for up to four (4) additional one-year terms, upon mutual agreement of both Parties and upon successful renewal of the NASPO ValuePoint Contract No. MNNVP-134. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew. The County does not have to give a reason if it elects not to renew. The entire length of this Contract, including renewals, may not exceed five (5) years.

3. **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.
4. **Compensation & Payment:** Contractor agrees to provide services in connection with the NASPO ValuePoint Contract No. MNNVP-134 as set forth in **Attachment A, Scope of Work**, at the fixed discounted rates off Contractor’s list price specified in the NASPO ValuePoint Contract No. MNNVP-134. The maximum amount of compensation under this Contract shall not exceed the amount of \$5,000,000.00 for the first contract term.

5. **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.
6. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause 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.
7. **Invoicing:** Vendor shall reference Contract Number MA-060-22010075 on all invoices. 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.

Invoices shall be submitted to the following location:

County of Orange  
 Sheriff Coroner Department / Technology Division  
 840 N. Eckhoff Street. Suite 104  
 Orange, CA. 92868  
 Attn: Bonnie Blackburn  
 Ph: 714-834-3184  
 Email: TechnologyInvoices@ocsheriff.gov

8. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
9. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor: Nth Generation Computing, Inc.  
 17055 Camino San Bernardo  
 San Diego, CA. 92127  
 Attn: Katherine Hayes

Ph: 714-331-5699  
 Email: Katherine.Hayes@nth.com

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

10. **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 Technology Errors & Omissions are "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.

11. **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.
13. **Security Requirements:**
- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
1. Perform background checks as to past employment history.
  2. Inquire as to past criminal felony convictions.
  3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
  4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.
- B. Contractor shall not assign to the County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
  2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
  4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to the Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.
- E. THE CONTRACTOR'S PERSONNEL REQUIREMENTS:
1. All personnel to be employed in performance of the work under this Contract shall be subject to an Orange County Sheriff-Coroner Department ("Sheriff") Security Clearance. Clearances must be updated and renewed according to the Sheriff-Coroner Department Security Clearance policy.
  2. No person shall be employed on this work that has not received prior clearance from the Sheriff.
  3. Within 15 days of the effective date of this Contract, the Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that any time an employee is assigned to work on Sheriff's facilities under this Contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this Contract.
  4. Contractor shall be responsible for ensuring to submit updated Security Clearance forms in order to renew the Security Clearance. Updated forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for twelve (12) months from the date of issuance.
  5. If, after a Security Clearance is granted but prior to the time for Security Clearance renewal, the Contractor becomes aware of new information relevant to the Security Clearance of an employee, i.e., a new arrest or conviction, the Contractor shall provide an updated form to the County so the security clearance may be reviewed in light of the new information.
  6. Contractor shall inform employees assigned to perform work under this Contract of their duty to inform Contractor of any change in information or new information that arises during the pendency or after approval of a Security Clearance.
  7. Contractor Security Clearance information forms must be submitted on the



original Sheriff's printed form. Facsimile or photocopy forms will not be accepted.

8. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
9. The Sheriff will not give the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

F. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

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

10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.
13. County shall provide relatively free reign for Contractor's personnel to move and perform work as necessary; however, workers will be escorted by a Sheriff Deputy or authorized Correctional Programs personnel at all times.
14. Contractor's personnel may also be subject to cursory search of their person and equipment/tools, both upon entering and leaving the County jail facilities.
15. Contractor's personnel shall be responsible for submitting an itemized essential tool roster (See Exhibit 1) to Main Control upon entry to County jail facilities for installation of television(s) and enclosure(s). All essential tools shall be numbered and labeled and be kept in a lockable container, subject to County's approval. Contractor's workers shall closely monitor all tools and materials at all times. Under no circumstances shall any tools be left unattended once brought into County jail facilities.

(Signature page to follow)

**Signature Page**

The Parties hereto have executed this Contract# MA-060-22010075 on the dates shown opposite their respective signatures below

**Contractor\***: Nth Generation Computing, Inc.

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

**Contractor\***: Nth Generation Computing, 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: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Deputy

## ATTACHMENT A

### Scope of Work

#### I. SCOPE OF WORK:

Contractor shall provide to County, Computer Equipment (Desktops, Servers, and Storage including Related Peripherals and Services) (Bands 4 & 5) as requested by the Sheriff-Coroner Department / Technology Division in accordance with the terms, conditions, and pricing of State of Minnesota, NASPO ValuePoint Contract No. MNNVP-134 and this Contract MA-060-22010075. Contractor shall furnish all equipment (Servers & Storage) in new, not used or refurbished condition.

#### II. PROPOSAL/QUOTE

Contractor shall provide proposal/quote to requesting departments at no cost to County. Contractor shall provide updated information pertaining to products, pricing to the requesting departments. The proposal/Quote shall be valid for thirty (30) days.

#### III. DELIVERY

All pricing is FOB: Destination for shipment based on standard freight methods. No shipping charges will be authorized for payment for merchandise ordered against this Contract, unless nonstandard Shipment is required by the County.

#### IV. LEASES

Leases are not permitted under this Contract.

#### V. SUBSTITUTIONS

Substitutions or alternate items for products ordered are not permitted.

#### VI. COUNTY CONTACT:

Contact:  
Jerry Soto, Support Services  
[jsoto@ochseriff.gov](mailto:jsoto@ochseriff.gov)  
(714) 834-6706

## VII. Delivery Requirements and Locations:

- a. Contractor shall make deliveries Monday through Friday, between the hours of 8:00 a.m. to 4:00 p.m. (Pacific Time). No holiday or weekend deliveries shall be accepted. County holidays are as follow:

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

- b. Contractor shall deliver to the following location:

County of Orange  
 Sheriff-Coroner Department / Technology Division  
 840 N. Eckhoff Street, Suite 104  
 Orange, CA. 92868  
 Attn: Warehouse

## ATTACHMENT B Compensation and Pricing Provisions

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Servers & Storage including Related Peripherals and Services (Bands 4 & 5) as set forth in Attachment C, State of Minnesota, NASPO ValuePoint Contract No. MNNVP-134 and as modified herein by 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 this contract and NASPO ValuePoint Contract No. MNNVP-134 Terms and Conditions.**

2. **Fees and Charges:** County will pay fees in accordance to the State of Minnesota, NASPO ValuePoint Contract No. MNNVP-134 attached hereto in Attachment C.

~~Contract amount shall not exceed \$5,000,000 for first contract term.~~

Contract amount shall not exceed \$5,000,000 for the Contract term of August 1, 2022 through and including February 28, 2023.

3. **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.
4. **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.
5. **Payment Terms:** Invoices are to be submitted 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 thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County 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.

a. Hardware (Servers and Storage).

Payment in Arrears: Invoices submitted for the purchase of Hardware (Servers & Storage) shall be paid in arrears following acceptance and satisfactory completion of work performed by the contractor.

b. Software (Licenses, Subscriptions, and Maintenance).

Payment in Advance: Invoices submitted for the purchase of Software (Licenses, Subscriptions, and Maintenance) shall be paid in advance following satisfactory acceptance by the County.

6. **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.

7. **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 No. MA-060-22010075
- 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:

County of Orange  
 Sheriff Coroner Department / Technology Division  
 840 N. Eckhoff Street. Suite 104  
 Orange, CA. 92868  
 Attn: Bonnie Blackburn  
 Ph: 714-834-3184  
 Email: TechnologyInvoices@ocsheriff.gov

10. **Payment (Electronic Funds Transfer (EFT))**

The County 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 via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

#### **11. 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.**



**ATTACHMENT C**

**State of Minnesota, NASPO ValuePoint Contract No. MNWNC-115,  
Assignment Agreement NASPO ValuePoint Contract No. MNNVP-134,  
Amendment Numbers Three and Four**

**ATTACHMENT D**

**California Participating Addendum No. 7-15-70-34-002,  
and Amendment Number One**

## Attachment E

### Orange County Sheriff's Department Tool Control Policy

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

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

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

#### Instructions for persons entering the facility:

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

#### Instructions for vehicles entering the facility:

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

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

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

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

## JOB TOOL INVENTORY LIST

Date:

Name:

WO#

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

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