

CONTRACT IFB-017-3016702-JC
FOR
VENDING MACHINES AND SERVICES
BETWEEN
COUNTY EXECUTIVE OFFICE - CPO
AND
TBD



**IFB-017-3016702-JC
BETWEEN
COUNTY OF ORANGE
AND
TBD
FOR
VENDING MACHINES AND SERVICES**

This Contract IFB-017-3016702-JC for Vending Machines and Services (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 TBD, a TBD (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

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

Attachment A – Scope of Work

Attachment B – Revenue Schedule

RECITALS

WHEREAS, County and Contractor entered into a Regional Cooperative Agreement IFB-017-3016702-JC for Vending Machines and Services (“RCA”), effective Thursday, October 1, 2026, through Tuesday, September 30, 2031; and

WHEREAS, Contractor and County are entering into this Contract for Vending Machines and Services under a revenue-generating agreement; and,

WHEREAS, County solicited Contract for Vending Machines and Services as set forth herein, and Contractor represented that it is qualified to provide Vending Machines and Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Vending Machines and Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, Contractor agrees to pay County commission based on the Revenue Schedule set forth in Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

1. 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.

2. 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 Agent or designee.

3. 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.

4. 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 Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities 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 indemnities as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section 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.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnites 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.

9. 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.

10. 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.

11. 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 Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. 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.

13. 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.

14. Performance Warranty:

Contractor shall warrant 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 commodities/services furnished by 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.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. 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.

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. 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.

19. 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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. 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.

22. 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.

23. 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.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

26. 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.

27. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS

1. 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. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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. Any failure on the part of the County to monitor or enforce compliance with any of the insurance requirements shall not be construed as a waiver of any required insurance provisions herein.

Evidence of Insurance

Insurance certificates and all endorsements shall be forwarded to the County agency/department. The name of the Insured Party on the Certificate of Insurance shall match the name of the Contractor identified in the Contract.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified supplier.

Failure to maintain and/or provide evidence of insurance acceptable to the County for the full term of this Contract shall constitute a material breach, upon which the County may terminate this Contract.

Cancellation and Changes in Insurance

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.

Insurance requirements are subject to periodic review by County. County retains the right to require additional types of insurance coverage or higher limits throughout the term of this Contract. Any change will be deemed by County Risk Manager as appropriate to adequately protect County's risk. County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to 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.

Subcontractor Insurance Requirements

All subcontractors performing work on behalf of Contractor pursuant to this Contract shall be included under Contractor's insurance as an Additional Insured or shall maintain insurance subject to the same requirements as Contractor (*unless specified below*). Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. Contractor shall provide the insurance requirements to every subcontractor and shall be responsible for verifying each subcontractor complies with the required insurance prior to allowing any subcontractor to begin work. Evidence of subcontractor's insurance must be maintained by Contractor through the entirety of this Contract for inspection by County at any reasonable time.

Self Insured Retention (SIR)

All SIR's shall be clearly stated on the Certificate of Insurance. Any SIR above Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor as evidence it can support the SIR.

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**).

Waiver of subrogation

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Umbrella or Excess Insurance

If Contractor utilizes combination of umbrella or excess policies to satisfy the required insurance, these policies must “follow form” and afford no less coverage than the primary policy.

Insurance Coverages and Limits:

Contractor shall maintain throughout the contract the minimum limits and coverage as set forth below.

3. Commercial General Liability

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage

Shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad. The Commercial General Liability policy shall contain a severability of interests “separation of insureds” clause and include coverage for products completed operations, personal and advertising, and contractual liability.

Required Endorsements

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

- A. 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, employees, and agents*** as Additional Insureds, or provide blanket coverage which shall state As Required by Written Contract.
- B. 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 shall be excess and non-contributing.

4. Automobile Liability

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage

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. The policy shall include coverage for owned or scheduled (if applicable), non-owned, and hired vehicles.

5. Workers' Compensation

Minimum limits and coverage

Statutory

Coverage is required for all employees providing services pursuant to the Contract. Worker's Compensation coverage shall meet all the requirements of the State of California Labor Code.

Required Endorsements

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, employees, and agents* or provide blanket coverage, which will state **As Required by Written Contract**.

If Contractor has no employees, it may certify to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code by signing a County waiver. The waiver shall be reviewed and will require approval from the County Risk Manager or designee.

6. Employers Liability Insurance

Minimum limits and coverage

\$1,000,000 per accident or disease

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Vending Machines and Services Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

The initial term of this Contract shall become effective, October 1, 2026 and shall continue for five (5) calendar years, unless otherwise terminated as provided herein.

3. Renewal:

This contract shall not be renewed unless otherwise approved by the County Board of Supervisors.

4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

5. Bills and Liens:

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of

Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. Breach of Contract:

The failure of 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 County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- C. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. 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.

8. Conflict of Interest – Contractor's Personnel:

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

11. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

12. Contractor Personnel – Reference Checks:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

13. Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

14. Contractor Personnel – Uniform/Badges/Identification:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Procurement Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

15. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

16. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

17. Cooperative Contract:

This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("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" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

18. Debarment:

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

19. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

20. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

21. 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 titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

22. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. 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:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. 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:
 - 1. Will receive a copy of the company's drug-free policy statement; and

2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.

23. EDD Independent Contractor Reporting Requirements:

Effective January 1, 2001, 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 County pays \$600 or more or with whom 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 website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

24. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service 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 Contractor shall apply to serving County’s needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor’s supplier(s). Additional profit margin 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 Contractor shall show both the emergency purchase order number and Contract number.

25. Error 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 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.

26. Equal Employment Opportunity:

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. 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, 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. 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. 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.

27. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

28. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding

of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

29. News/Information Release:

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 County through County's Project Manager.

30. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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.

31. Substitutions:

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

32. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

33. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to 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 County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in 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 Contract.

34. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

35. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

36. Reports/Meetings:

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

37. County of Orange Local Small Business Preference Requirements:

Contractor certifies it is in compliance with the applicable County of Orange Local Small Business (OCLSB) Preference requirements through the time of award of the contract, including any extensions or renewals, and shall provide that the contractor's failure to comply may be construed by the County as a material breach of the contract.

If applicable, Contractor certifies that OCLSB Subcontractor(s) specified in Attachment "Staffing Plan" comply with County's OCLSB Preference at the time of bid/proposal submittal through the time of award of the contract and shall ensure that at least 20% of the Contract amount is allocated to OCLSB Subcontractor(s) as specified in Attachment.

38. Disabled Veteran Business Enterprise Preference Requirements:

Contractor certifies it is in compliance with County of Orange Disabled Veteran Business Enterprise (DVBE) Preference requirements through the time of award of the contract.

If applicable, Contractor certifies that DVBE Subcontractor(s) specified in Attachment "Staffing Plan" comply with County's DVBE Preference at the time of bid/proposal submittal through the time of award of the contract and shall ensure that at least 20% of the Contract amount is allocated to DVBE Subcontractor(s) as specified in Attachment.

39. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

40. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

41. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

42. Order Dates:

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.

43. Web Content Accessibility Guidelines (WCAG)

- A. The County of Orange integrates VPAT review into its IT procurement process to ensure that all acquired products and services are accessible to individuals with disabilities. By adhering to the [Web Content Accessibility Guidelines \(WCAG\) 2.1, Level AA](#), the County affirms its commitment to creating a digital environment that is inclusive, user-friendly, and accessible to everyone in the community.
- B. All third-party suppliers engaged by the County of Orange must ensure that any web content, applications, or digital assets they produce or maintain meet or exceed WCAG 2.1 Level AA standards. These requirements apply to websites, mobile apps, documents (e.g., PDFs, Word, Excel), and multimedia elements (e.g., videos, images, audio). Additional documentation, testing, or remediation commitments may be required as a condition of contract award.
- C. Remediation Requirements
 - 1. Where accessibility gaps are identified, suppliers may be required to provide:
 - a. A documented remediation plan
 - b. Timelines for addressing identified issues

- c. Ongoing updates aligned with product releases

44. 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 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 delivery on the actual day of receipt 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:	TBD
Attn:	TBD
Address:	TBD
Phone:	TBD
Email:	TBD

County's Project Manager: County Executive Office - CPO	
Attn:	Jessica Cortez
Address:	400 W Civic Center Santa Ana, CA 92701
Phone:	(714) 834-6829
Email:	Jessica.Cortez@ceo.oc.gov

SIGNATURE PAGE

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

TBD

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

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.

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Deputy Procurement Agent Title	Date
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ATTACHMENT A - SCOPE OF WORK

1. General Information

The County of Orange is comprised of 22 departments and employs over 18,000 staff across a wide range of operations and facilities throughout the County. The County's core services include public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services, and aviation operations. The County is seeking proposals from qualified firms to provide Vending Machine Services through a Regional Cooperative Agreement (RCA). The resulting RCA will be available for use by County departments and agencies for the provision, installation, stocking, maintenance, and servicing of vending machines at various County locations.

The County requires Contractors to provide dependable and modern equipment, quality food and beverage product offerings, consistent stocking practices, responsive maintenance and repair services, and strong customer service support to ensure reliable vending operations for County employees and visitors.

2. Scope of Work

A. General Requirements

1. Contractor shall provide comprehensive vending machine services for County facilities identified in Attachment D - Machine Locations and Types, as well as any additional locations added during the term of the Contract. Services shall include furnishing, installation, stocking, servicing, maintenance, repair, replacement, relocation, and removal of vending machines and related equipment.
2. All vending machines and related equipment provided under this Contract shall remain the property of the Contractor.
3. Contractor shall provide vending machines capable of accepting both cash payments, including bill validation and change-making functionality, and electronic payment methods, including credit/debit card transactions. County may also request cashless vending machines that accept electronic payment methods only.
4. Contractor shall provide dependable, responsive, and professional vending services to ensure vending machines remain fully operational, adequately stocked, clean, sanitary, safe, and accessible to County employees and visitors at all times.
5. Contractor shall provide all labor, supervision, transportation, equipment, stocking, maintenance, repair, replacement parts, cleaning, refrigeration components, electronic payment systems, telemetry systems, installation, removal, and all other materials and services necessary for the full operation of vending machines and related equipment under the Contract.
6. County shall not incur additional charges for standard machine operation, payment processing equipment, telemetry systems, maintenance, stocking, or replacement of defective equipment unless otherwise approved in writing by County.
7. Contractor shall comply with all reporting, revenue-sharing, reconciliation, and payment requirements identified in the Attachment B - Revenue Schedule attachment associated with the Contract.
8. Contractor shall promptly notify County of any significant supply chain disruptions, product shortages, delivery delays, or other operational issues that may impact vending operations, product availability, or Contractor's ability to perform services under the Contract.

9. Contractor shall be responsible for all costs, losses, cleanup, disposal, and product replacement associated with refrigeration failure, spoiled products, contaminated products, or food safety incidents related to vending operations under the Contract.
10. Contractor shall ensure vending machines are installed, maintained, and operated in locations and configurations that comply with all applicable Americans with Disabilities Act (ADA) accessibility requirements.
11. Contractor shall make reasonable efforts to maintain vending services during emergencies, natural disasters, labor shortages, supply chain disruptions, utility interruptions, or other operational disruptions affecting County facilities or Contractor operations.

B. Products

1. Contractor shall provide a variety of quality food, beverage, coffee, snack, and personal convenience products through vending machines located at County facilities. Products may include, but are not limited to:
 - a. Cold beverages
 - b. Bottled water
 - c. Juice products
 - d. Milk and dairy alternative beverages
 - e. Sports drinks
 - f. Energy drinks
 - g. Coffee energy beverages
 - h. Ready-to-drink coffee beverages
 - i. Hot coffee and specialty coffee beverages
 - j. Hot chocolate and tea beverages
 - k. Candy products
 - l. Chips and savory snack products
 - m. Cookies and cracker products
 - n. Nutritional and healthy snack products
 - o. Protein bars and granola bars
 - p. Nut, trail mix, and dried fruit products
 - q. Refrigerated food items
 - r. Microwaveable food items
 - s. Fresh food products
 - t. Personal hygiene and convenience products

2. County reserves the right to request healthier food and beverage options at selected locations, including low-sodium, low-sugar, low-calorie, organic, high-protein, or nutritionally balanced products.
3. Contractor shall supply recognized national brand-name packaged products unless otherwise approved by County. Brand names identified within the pricing sheet are intended to establish the level of quality and product preference desired by County. Equivalent products of equal or greater quality may be proposed subject to County approval.
4. All products shall be maintained in safe, clean, sanitary, and commercially acceptable condition at all times. Products shall not be expired, damaged, dented, opened, spoiled, contaminated, or otherwise unsuitable for consumption or use.
5. All applicable Federal, State, and Local Health Code requirements shall be followed for the storage, handling, transportation, dispensing, and sale of food and beverage products.
6. All perishable products shall be clearly date-coded and removed or replaced prior to expiration.
7. Contractor shall immediately remove spoiled, expired, damaged, recalled, or otherwise unsafe products upon discovery or notification by County.
8. Certain County facilities may require security-approved, facility-approved, or restricted products and packaging. Contractor shall comply with all site-specific security, safety, and operational requirements, including restrictions related to packaging materials, product contents, product sizes, or allowable items as directed by County.

C. Product Availability and Restocking

1. Contractor shall regularly service and restock vending machines to maintain adequate inventory levels and product variety at all times.
2. Contractor shall monitor inventory levels, sales activity, and usage trends to minimize outages and ensure product availability based on the operational needs of each County location.
3. Contractor shall ensure vending machines are stocked with fresh, properly stored, and commercially acceptable products during each service visit.
4. Contractor shall be available seven (7) days per week for restocking, maintenance, and service as necessary.
5. Contractor shall restock vending machines within twenty-four (24) hours of notification by County or upon identification of low inventory levels by Contractor.
6. Contractor shall make reasonable efforts to maintain continuous product availability and shall promptly replace products that are unavailable, discontinued, damaged, expired, or otherwise unsuitable for sale.
7. Contractor shall coordinate with the applicable County department or agency regarding stocking schedules, product preferences, machine usage trends, and operational concerns as requested by County.

D. Delivery and Transportation

1. Contractor shall maintain sufficient personnel, vehicles, equipment, inventory, and operational resources necessary to support all County locations under the Contract.
2. Contractor shall maintain a fleet of properly licensed, insured, and adequately equipped vehicles capable of transporting vending equipment, products, replacement parts, supplies, and materials necessary to support installation, restocking, maintenance, repair, and removal services.

3. All service vehicles shall be maintained in safe operating condition and equipped with mobile communication capabilities necessary to ensure timely response to County service requests.
4. Contractor shall ensure deliveries, restocking activities, and service operations are performed in a safe and professional manner that minimizes disruption to County operations, employees, visitors, and facility access.
5. Contractor shall be responsible for all transportation, fuel, labor, supervision, loading, unloading, delivery, and other transportation-related costs associated with services provided under the Contract.
6. Contractor shall coordinate delivery schedules, site access requirements, parking limitations, loading/unloading procedures, and service access with the applicable County department or agency.
7. Contractor shall maintain adequate staffing and delivery coverage seven (7) days per week to support restocking, maintenance, emergency service calls, and operational continuity.
8. Contractor shall comply with all applicable Federal, State, and Local transportation, safety, and vehicle operation requirements while performing services under the Contract.

E. Vending Machines and Equipment

1. All vending equipment provided under this Contract shall be new or refurbished within the last three (3) years and maintained in clean, safe, fully operational, and good working condition throughout the Contract term.
2. All vending machines shall:
 - a. Include operational electronic payment capabilities
 - b. Include bill validation and change-making functionality where cash payments are accepted
 - c. Display the Contractor's company name and toll-free customer service telephone number in a visible location
 - d. Include visible machine serial numbers or other unique equipment identifiers
 - e. Comply with all applicable Federal, State, and Local health, safety, electrical, and ADA accessibility requirements
 - f. Maintain proper refrigeration and food storage temperatures where applicable
 - g. Be properly illuminated and maintained in a clean and professional appearance
3. Energy-efficient equipment is preferred whenever available.
4. Contractor shall ensure vending machines remain fully operational, adequately stocked, sanitary, and accessible during the Contract term.
5. Contractor shall obtain prior written approval from County before replacing, relocating, upgrading, removing, or otherwise changing equipment installed at any County location.
6. Contractor shall ensure all electronic payment systems, telemetry systems, and related technology comply with applicable Payment Card Industry Data Security Standards (PCI-DSS) and all applicable laws related to payment processing, cybersecurity, and consumer data protection.
7. Contractor shall be responsible for all maintenance, repairs, replacement parts, software updates, payment system functionality, and equipment servicing necessary to maintain continuous operation of vending machines under the Contract.

F. Installation, Removal, and Relocation

1. Contractor shall be responsible for all labor, supervision, transportation, equipment, materials, tools, permits, and costs associated with the delivery, installation, relocation, replacement, servicing, and removal of vending machines and related equipment under the Contract.
2. Contractor shall coordinate all installation, removal, relocation, replacement, and service activities with the applicable County department or agency prior to performing work at County facilities.
3. Contractor shall install, remove, relocate, or replace vending equipment within five (5) Business Days of receiving written notification from County unless otherwise approved in writing by County.
4. Upon expiration, cancellation, or termination of the Contract, Contractor shall remove all vending machines, products, and related equipment from County facilities within three (3) Business Days unless otherwise directed by County.
5. Contractor shall be responsible for any damage caused to County facilities, flooring, walls, elevators, doorways, utilities, sidewalks, or other County property resulting from installation, servicing, relocation, replacement, or removal of equipment.
6. Contractor shall restore affected work areas to their original condition upon completion of installation, relocation, servicing, or removal activities.
7. Contractor shall maintain safe and unobstructed access routes during installation and removal activities and shall comply with all applicable County site access, security, and safety requirements.
8. Contractor shall cooperate with County and any replacement vendor to ensure an orderly transition of services with minimal disruption to County operations.

G. Maintenance and Repair

1. Contractor shall maintain all vending machines and related equipment in clean, sanitary, safe, fully operational, and good working condition at all times throughout the Contract term.
2. Maintenance services shall include, but not be limited to:
 - a. Routine preventive maintenance
 - b. Cleaning and sanitizing of machines and surrounding service areas
 - c. Repair of malfunctioning equipment
 - d. Replacement of damaged, worn, or defective components
 - e. Removal of graffiti, vandalism, stickers, or debris
 - f. Refrigeration system maintenance and repair
 - g. Electrical and lighting maintenance
 - h. Electronic payment system and telemetry system maintenance
 - i. Software and system updates necessary for machine operation
 - j. Inspection and testing of equipment functionality and safety features
3. Contractor shall provide County with a routine maintenance and cleaning schedule upon request.

4. Contractor shall routinely inspect vending machines to ensure equipment remains operational, sanitary, adequately stocked, properly refrigerated where applicable, and free from damage or safety hazards.
5. Contractor shall respond to non-emergency service calls within four (4) hours of notification by County.
6. Contractor shall respond to emergency service calls within one (1) hour of notification by County.
7. Emergency service calls may include, but are not limited to:
 - a. Refrigeration failure
 - b. Electrical hazards
 - c. Water leakage
 - d. Safety hazards
 - e. Machine tipping or stability concerns
 - f. Payment system failure
 - g. Complete loss of machine functionality or service at a location
8. Contractor shall repair or replace malfunctioning vending machines and related equipment within twenty-four (24) hours of notification unless otherwise approved in writing by County.
9. Contractor shall immediately remove from service any vending machine determined to present a health, safety, or operational risk until repairs or replacement have been completed.
10. Contractor shall be responsible for all maintenance, repair, replacement parts, labor, tools, transportation, software updates, and associated costs necessary to maintain continuous operation of vending machines under the Contract.

H. Service Hours

1. Contractor shall provide maintenance, repair, delivery, and restocking services between the hours of 8:00 AM and 5:00 PM Pacific Time, seven (7) days per week, unless otherwise approved by County.
2. Contractor shall maintain sufficient staffing, supervision, vehicles, equipment, inventory, and communication capabilities necessary to support County service requirements and maintain operational continuity at all County locations.
3. All service vehicles shall be properly maintained, adequately equipped, and equipped with mobile communication capabilities necessary to ensure timely response to County service requests.
4. Contractor shall maintain the capability to respond to emergency service calls, equipment failures, refrigeration issues, payment system failures, and other urgent operational issues during service hours.
5. Contractor shall coordinate service schedules, site access requirements, and after-hours access procedures, where applicable, with the appropriate County department or agency.
6. Contractor shall perform all services in a safe and professional manner that minimizes disruption to County operations, employees, visitors, and facility access.

I. Collection of Funds

1. Contractor shall be solely responsible for the collection, handling, security, reconciliation, and deposit of all revenue generated from vending machines and related equipment under the Contract.
2. Collection activities shall be conducted during each facility's normal business hours unless otherwise approved by County.
3. Contractor shall maintain proper safeguards, security measures, and internal controls for the handling, transportation, collection, and reconciliation of funds.
4. Contractor shall ensure all collection activities are performed in a safe, professional, and secure manner that minimizes disruption to County operations and facility access.
5. Contractor shall be responsible for any loss, theft, or discrepancies associated with vending machine revenue collection activities.
6. Contractor shall maintain accurate financial and collection records related to vending machine operations and shall provide supporting documentation to County upon request.

J. Refunds

1. Contractor shall provide refunds to individuals who lose money due to vending machine malfunction, payment processing failure, or product dispensing failure.
2. Contractor shall maintain a cash refund fund at each County location in the amount of ten dollars (\$10.00), consisting of coins and small denominations, unless otherwise approved in writing by County.
3. Where multiple vending areas exist within a single facility, County may require separate refund funds for each vending area or designated location.
4. Contractor shall replenish refund funds during each service visit or as otherwise necessary to maintain the required refund balance.
5. Contractor shall coordinate with the designated County point of contact at each location regarding refund procedures, refund tracking, reconciliation, and replenishment activities.
6. Contractor shall maintain accurate records of refund requests, refunds issued, and refund fund replenishments and shall provide documentation to County upon request.
7. Contractor shall respond promptly to refund-related complaints or issues reported by County or vending machine users.

K. Reporting Requirements

1. Contractor shall provide monthly electronic reports to the County Procurement Office (CPO) in accordance with the reporting requirements set forth in Attachment B – Revenue Schedule. Reports shall be submitted no later than the fifteenth (15th) calendar day of each month for the previous month's activity.
2. Reports shall include, at a minimum:
 - a. Location name
 - b. Vending machine serial number or equipment identifier
 - c. Type of vending machine
 - d. Product categories sold
 - e. Gross sales by machine

- f. Number of products sold
 - g. Out-of-service incidents or equipment downtime, if applicable
 - h. Commission or revenue-sharing amounts owed to County, if applicable
 - i. Reporting period dates
- 3. Reports shall be provided in an electronic format acceptable to County, including Microsoft Excel, PDF, or other County-approved format.
- 4. County reserves the right to request additional operational, inventory, maintenance, usage, sales, telemetry, or performance reports during the term of the Contract.
- 5. Contractor shall maintain accurate and complete records related to vending machine operations, sales activity, maintenance, service calls, refunds, and commission calculations and shall provide supporting documentation to County upon request.
- 6. Contractor shall provide and maintain the quantity, type, and product mix of vending machines requested by County based on operational needs, facility usage, and available space at each location.
- L. Site Access and Security
 - 1. Contractor personnel shall comply with all County security procedures, identification requirements, facility access rules, and site-specific operational requirements while performing services under the Contract.
 - 2. County reserves the right to require background checks, security clearances, escort requirements, badging, or other security measures for Contractor personnel accessing designated facilities.
 - 3. Contractor shall ensure personnel conduct themselves in a professional manner while on County property.
- M. Personnel Requirements
 - 1. Contractor shall provide qualified, trained, and properly supervised personnel to perform services under the Contract.
 - 2. Contractor personnel shall maintain professional appearance and conduct while performing services at County facilities.
 - 3. County reserves the right to request removal of Contractor personnel whose conduct, performance, or behavior is deemed unacceptable by County.
- N. Sustainability / Recycling
 - 1. Contractor is encouraged to utilize environmentally responsible practices, including energy-efficient equipment, recyclable packaging, reduced waste practices, and environmentally preferable products whenever feasible.
- O. Product Substitutions
 - 1. Contractor shall notify County of significant product substitutions, discontinued products, or supply shortages affecting vending operations.
 - 2. Substitute products shall be of equal or greater quality and subject to County approval upon request.
- P. Product Pricing / Price Visibility
 - 1. Product pricing shall be clearly displayed on or within each vending machine.

2. Contractor shall ensure advertised pricing matches the amount charged at the point of sale.

Q. Machine Downtime Escalation

1. County reserves the right to require replacement of vending equipment that experiences repeated service interruptions, operational failures, or maintenance issues.

R. Product Rotation / Variety

1. County reserves the right to request reasonable product rotation, product variety adjustments, or modification of product selections based on facility preferences, sales trends, operational needs, seasonal offerings, or customer demand.

S. Inspection Rights

1. County reserves the right to inspect vending machines, products, storage practices, servicing activities, and related operations to ensure compliance with Contract requirements.

T. Temperature Monitoring

1. Contractor shall monitor and maintain proper refrigeration and food storage temperatures for all refrigerated vending machines in accordance with applicable Federal, State, and Local health regulations and manufacturer recommendations.

3. **Vending Machine/Debit Requirements for Probation, Juvenile Hall and Youth Guidance Facilities**

- A. The Debit Card machines provided to the Probation Facilities Juvenile Hall and Youth Guidance Center shall provide snacks and items of personal hygiene listed in Attachment C, Part II – Product List.
- B. Debit Card machines provided by Contractor shall be operated with Debit Card technology, whereby parents of minors housed at Juvenile Hall and Youth Guidance Center, and authorized by the Probation Department as users of debit cards for Contractor's vending machines, are able to insert such debit cards in lieu of cash, to purchase desired items.
- C. The products to be sold in the vending machine(s) shall be subject to prior inspection and approval by the Probation Department, for reasons of security and safety. Such products shall include, but not limited to, those items listed in Attachment C, Part II – Product List.

4. **Security Requirements**

A. Background Checks

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff's facility. The Contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the Contract or prior to the use of any person subsequent to the Contractor's start of work. These information forms will be provided by the County's project manager upon request and will be screened by the County's Probation Department, John Wayne Airport and/or Sheriff's Department, but not limited to these departments. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the County. The County need not give a reason clearance is denied.

B. Performance Requirements

All Contractors' vehicles parked on site shall always be locked and thoroughly secured. All tools and materials shall always remain in contractor's possession and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in facilities or to the escort or Control in the designated facilities. All materials, large or small, from removal operations or new construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no Contact, either verbal or physical, with inmates in the facilities.

Contractor's employees shall NOT:

1. Give names or addresses to inmates.
2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate).
3. Disclose the identity of any inmate to anyone outside the facility.
4. Give any materials to inmates.
5. Receive any materials from inmates (including materials to be passed to another individual or inmate). Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each workday.
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time.
3. Report to the control desk upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin. If a Contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

ATTACHMENT B - REVENUE SCHEDULE

1. Revenue Schedule:

This is a revenue-generating Contract under which Contractor shall provide and maintain vending machines, related equipment, stocked products, servicing, maintenance, repair, replacement, and associated vending services at County facilities in accordance with the terms and conditions of the Contract.

Revenue shall be paid to County as follows:

MONTHLY GROSS SALES TOTAL	REVENUE PERCENTAGE
\$0 - \$12,500.00	20%
\$12,500.01 +	25%

2. Revenue percentages shall be calculated based on the total monthly gross sales generated from all vending machines and related equipment operating under the Contract.
3. Contractor shall be solely responsible for tracking, recording, reconciling, and reporting all sales associated with the Contract.
4. Contractor shall provide a monthly gross sales report and corresponding revenue payment to County no later than the fifteenth (15th) calendar day of each month for the previous month's activity.
5. Gross sales shall include all sales generated from vending operations before deduction of operating expenses, payment processing fees, telemetry fees, commissions, or other operational costs. Sales tax collected and remitted in accordance with applicable law shall be excluded from gross sales calculations.
6. County reserves the right to audit Contractor sales records, payment processing records, machine data, telemetry reports, and supporting documentation related to vending operations and revenue calculations during the term of the Contract. Any underpayment identified through audit or reconciliation shall be promptly remitted to County by Contractor.
7. Payment – Instructions:

Contractor shall make checks payable and deliver to:

County of Orange
Treasurer Tax Collector – Revenue Recovery/Accounts Receivable
PO Box 4005
Santa Ana, CA 92702-4005

Contractor shall email a copy of check(s) and monthly report(s), which must also include the gross sales receipts of each machine, to: CPOInvoices@ceo.oc.gov.