

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

HINES Enterprise Document Management (EDM), Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Document Scanning & Indexing Services -Assessor' Office Project**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$127,000
(§3) **Contract Beginning Date:** 2/25/20 **Contract Termination Date:** 6/30/22
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(\$1,000,000) Business Rated	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Commercial Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(§8)	Worker's Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§9)	Errors and Omissions (\$1,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

N/A

NOTICE & IDENTIFICATION

(§26) Contractor: HINES EDM, Inc 1380 Lead Hill Blvd. Ste#106 Roseville, CA 95661 Contact Person: Lonnie Hines (916)784-8436 e-mail: Lhines@hinesedm.com	County of Nevada: Assessor's Office 950 Maidu Ave. Ste#290 Nevada City, CA 95959 Contact Person: Sue Horne (530) 265-1269 e-mail: sue.horne@co.nevada.ca.us
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Contractor is a: (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

EDD: Independent Contractor Worksheet Required: Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a

legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:



Name: Hines EDM, Inc.
Title: Lonnie R. Hines, President

Dated: February 4, 2020

COUNTY OF NEVADA:

Honorable Heidi Hall
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

Vendor shall perform **Document Conversion Service** for the Assessor's Office outlined below in section 1 (Description of Services). Documents to be converted include the following: manuscripts, photographs, newspapers, periodicals, files or other material and shall be referred to as the "Documents." The products of digital or photographic reproduction processes shall be referred to as the "Image Product."

1. DEFINITIONS

- a. **Packet or Envelope** means each envelope containing all the pages for a given parcel which will be grouped by document type and separated by barcodes.
- b. **Document** means each paper document which may consist of more than one page which may be front and back meaning 1 or 2 images per page. Each document will have a separate unique index so for purpose of this conversation a document means all the pages within each document type, i.e.; A, B, C etc.
- c. **File** means each individual delivered digital PDF file with a unique name stored on the computer. Typically this multipage PDF file would consist of all the pages for each document type. You would have typically 4 to 6 files/documents per APN envelope. I.e.: DocType A is one file/document, DocType B is another file/document and so on.
- d. **Page** means one piece of paper which may contain 1 or 2 images depending on whether it has information on both sides or not. When Vendor scans in duplex they must scan both sides of each page and auto delete blank pages.

2. DESCRIPTION OF SERVICES

2.1 **Scanning and Indexing**

Vendor will scan/index items A - F using APN#. The County has made an effort to remove staples and place documents in order. However, this effort may not result in 100% removal of all staples and some documents found in items A - F may be out of order (mixed doc types).

- A. Top Sheet – Property Appraisal Record
- B. Sketches/Building Records/Associated Building Photos
- C. PCOR/COS
- D. Appraisals/ Worksheets
- E. Miscellaneous Photographs
- F. History Records (scanned file contents organized in chronological order)

- 2.1.1 Vendor shall be required to place pages in the proper document type for items A - E and de-staple the entire file where necessary.
- 2.1.2 Item F will not be separated into individual documents and shall be scanned as one long document in chronological order (scanned in the sequence in which they are found). Item F will be indexed as History Records.
- 2.1.3 Photographs found in the folder shall be scanned as a B-Building Photo or E. Misc. Photographs document type.
- 2.1.4 Vendor shall prepare all documents to include but not limited to, removing staples, paper clips and other impediments along with identifying fragile or non-standard materials that require special handling

2.2 **File Transportation**

Boxes shall be transported from County facility to Vendor's specified facility. Upon arrival, the boxes must be logged into Vendor's production tracking system verifying box label tracking information. Boxes shall move incrementally for preparation and document scanning. Preparation will include the removal of staples, paper clips and other impediments along with identifying fragile or non-standard materials that require special handling. Real Property Files can contain up to six possible document types (A-F as explained above.)

2.3 Document Conversion

- 2.3.1** Vendor shall produce 300 dpi color multi-page searchable TIFF or PDF files, indexed as described previously. All documents will be scanned double sided, with blank page deletion.
- 2.3.2** Index data will be placed in final format to be determined in coordination with Vendor and County during the pilot phase and upon County acceptance transfer is compatible with County Property Tax System.
- 2.3.3** All pages will be scanned in color.
- 2.3.4** Images will be properly oriented for viewing (right reading).

2.4 Quality Control (QC)

Vendor is required to ensure QC process from beginning to end, meaning from receiving, to prep, scan, index, final QC review and delivery. Contractor will complete 100% QC of each box in the beginning all the way through the pilot and delivery. Once County accepts the pilot project Vendor will commence limited production and continue 100% QC until they are satisfied and all checks and balances are working.

Vendor will then reduce the QC percentage down from 100 to 50 to 25 to 10 and as long as they do not see any issues arising during the scanning process. Vendor will continue at 10% throughout the project duration.

QC percentage pertains to final QC just before delivery. The cost per box shall cover ongoing continuous 100% QC at each step and the 10% final QC after general production.

Vendor must include a thorough document preparation inspection, scanning/image inspection and a final deliverable audit against original documentation in the not less than 10% of the total project.

Vendor will be responsible to reprocess any missed or illegible documents and will be required to insert the corrected or missing images into the Image Product.

Nevada County will identify and return to Vendor the appropriate missing or illegible Documents upon discovery up to one year post final completion.

2.5 Deliverable

Vendor to deliver the digital files to County via Encrypted Electronic File Transfer or thumb drive. Vendor to house in a secure facility during the production phase. No images or data belonging to the County will be retained by Vendor following production acceptance.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

The maximum compensation Nevada County will pay to Vendor for satisfactory performance under this Agreement is \$127,000.

Contractor shall be reimbursed for authorized services performed per the agreed upon costs provided in the table below:

Service:	Quantity	Price per page
Document Scanning :		
	3,000,000	.025
	3,100,000	.025
	3,150,000	.025
	3,200,000	.025
	3,250,000	.025
Document Preparation	Per Each	.007
Special Handling:		
Non-standard size, machine feedable	Per Each	.025
Non-standard size, not machine feedable	Per Each	.035
Transportation/Shipping Options		
Courier Service Fee – round trip	Round Trip	\$125.00
Storage	Per Box	.45 per month (after 90 days)
Destruction	Per Box	\$1.50
Quality Control	Per Box	\$12.50

BILLING AND PAYMENT:

Contractor must send invoice to County. Each invoice shall include:

- Billing period covered (Dates/Months services were rendered)
- Contract number
- Number of scanned documents
- Number of boxes
- Transportation fee
- Storage fee, if applicable

Invoices shall be submitted to:

**County of Nevada
Assessor's Office**

950 Maidu Ave.
Nevada City, CA 95959

Contact Person: Sue Horne
(530) 265-1269

Sue.horne@co.nevada.ca.us

County shall review invoices within ten (10) business days and notify the Contractor if an individual cost is in question. County has the option of delaying the entire claim pending resolution of any questioned cost. Payments of approved billing shall be made within thirty (30) days of receipt of an invoice.

INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later.