

~~AMENDMENT NUMBER THREE
TO
CONTRACT NUMBER MA-060-18011472
BETWEEN THE
COUNTY OF ORANGE
AND
TRADITIONAL FUNERAL SERVICES INC.~~

~~_____ This AMENDMENT NUMBER THREE to Contract number MA-060-18011472 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Traditional Funeral Services Inc., (hereinafter "CONTRACTOR") with a place of business at 24000 Alicia Parkway Bldg. 17, Suite 265, Mission Viejo, CA 92691 with COUNTY and CONTRACTOR sometimes referred to collectively as "Parties," is made and entered upon execution of all necessary signatures.~~

~~RECITALS:~~

~~_____ WHEREAS, COUNTY and CONTRACTOR executed a Contract for Body Transport Services on April 10, 2018 as Contract number MA-060-18011472 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of April 15, 2018 through and including April 14, 2020, renewable for three (3) additional one year consecutive terms; and~~

~~WHEREAS, COUNTY and CONTRACT renewed the ORIGINAL CONTRACT as Contact Number 20011048 on March 10, 2020, for a one year term of April 15, 2020 through and including April 14, 2021, in an amount not to exceed \$425,000; and~~

~~WHEREAS, COUNTY amended Paragraph Q., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q herein (hereinafter AMENDMENT NUMBER ONE");~~

~~WHEREAS, COUNTY and CONTRACT increased the dollar amount of the ORIGINAL CONTRACT on March 23, 2021 for the term of April 15, 2020 through and including April 14, 2021 by \$125,000 for a new not to exceed amount of \$550,000; and~~

~~WHEREAS, COUNTY and CONTRACT renewed the ORIGINAL CONTRACT on March 23, 2021 for a one (1) year term of April 15, 2021 through and including April 14, 2022, as well as increased the Price Per Case and Call Back Fee by \$9.25 for a new fee of \$194.25 (hereinafter AMENDMENT NUMBER TWO");~~

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of April 15, 2022 through and including April 14, 2023 for a not to exceed amount of \$550,000 and the CONTRACTOR has agreed to provide these services at the rates set forth in this AMENDMENT NUMBER TWO;~~

~~_____ NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:~~

~~1. ARTICLES~~

~~a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

~~2. Term of Contract:~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/15/18 through and including 4/14/22, unless otherwise terminated by COUNTY. The period of 4/15/18 through and including 4/14/20 shall be known as Contract Number MA-060-18011472. The period of 4/15/20 through and including 4/14/23 shall be known as Contract Number MA-060-20011048. This Contract is non-renewable.~~

~~b. Additional Terms and Conditions, Section 3—Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:-~~

~~-This contract is non-renewable.—~~

- ~~2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-18011472) is attached hereto as Exhibit A and incorporated by this reference.~~
- ~~3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-20011048) is attached hereto as Exhibit B and incorporated by this reference.~~
- ~~4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-20011048) is attached hereto as Exhibit C and incorporated by this reference.~~
- ~~5. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect.~~

~~—Signature Page to Follow—~~

~~IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER THREE to Contract Number MA-060-18011472.~~

~~*Contractor: Traditional Funeral Services Inc.~~

~~By: _____ Title: _____~~

~~Print Name: _____ Date: _____~~

~~*Contractor: Traditional Funeral Services Inc.~~

~~By: _____ Title: _____~~

~~Print Name: _____ Date: _____~~

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

~~In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.~~

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form _____

Office of the County Counsel _____

Orange County, California _____

By: _____

~~—Deputy~~

~~EXHIBIT A~~

~~ORIGINAL CONTRACT (Contract Number MA-060-18011472)~~

~~EXHIBIT B~~

~~AMENDMENT NUMBER ONE (Contract Number MA-060-20011048)~~

~~EXHIBIT C~~

~~AMENDMENT NUMBER TWO (Contract Number MA-060-20011048)~~

MA-060-23010609
with
Traditional Funeral Services, Inc.
for
Body Transport Services

This Contract MA-060-23010609 for Body Transport Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and Traditional Funeral Services, Inc., with a place of business at 645 N Eckhoff St. Suite C, Orange CA 92868 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attachment C – Levine Act.

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Body Transport Services under a firm fixed fee Contract; and

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

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

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Body Transport Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any

legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received.
- F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty: Contractor expressly warrants that the goods 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 paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract,

Contractor shall be fully responsible for all work performed by subcontractors.

- O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County.

Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the contract.

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

4)

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall

apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight: Intentional left blank.
- V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal

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

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

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

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. Term of Contract: This Contract shall commence on 4/15/2023 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and 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 the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

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

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

9. Conditions Affecting Work: The 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 the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the Contract.

10. 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 will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

11. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
12. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.
13. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future

County contracts if the County determines that any of the following has occurred:

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

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

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

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

15. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor 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.
16. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which

the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

17. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
18. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon 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: Traditional Funeral Services Inc.
645 N Eckhoff St. Suite C,
Orange, CA 92868
Attn: Robin Marquez
Ph: 866-334-6781/714-720-3041
Email: robinmarquez@yahoo.com

County: Sheriff-Coroner Department/Coroner Division
1071 W. Santa Ana Blvd.
Santa Ana, CA 92703
Attn: Leslie Trejo
Ph: 714-647-3461
Email: ltrejo@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703

Attn: Gina Lozares
 Ph: 714-834-2284
 Email: glozares@ocsheriff.gov

19. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
 20. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
 21. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
 22. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the 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 the contract term, or any subsequent renewal term, if applicable.
 23. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.
- In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
24. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
 25. Security Requirements:
 - A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
2. Inquire as to past criminal felony convictions.
3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.

B. Criminal Justice Information Services (CJIS) Requirements:

All Contractors staff with physical or logical access to County data shall pass a fingerprint-based state and federal background check consistent with:

- a. 5 CFR 731.106; and/or
- b. Office of Personnel Management policy, regulations, and guidance; and/or
- c. Agency policy, regulations, and guidance.

C. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
4. Usage of illegal controlled substances as defined by federal law.

D. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

E. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate

language while on site.

4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract# MA-060-23010609 for Body Transport Services on the dates shown opposite their respective signatures below.

Contractor*: Traditional Funeral Services, Inc.

By: _____	Title: _____
Print Name: _____	Date: _____

Contractor*: Traditional Funeral Services, Inc.

By: _____	Title: _____
Print Name: _____	Date: _____

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

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____	Title: _____
Print Name: _____	Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A

Scope of Work

A. PROCEDURAL/OPERATIONAL REQUIREMENTS:

1. Contractor is responsible for ensuring adequate personnel and equipment are available for transports, including transports with multiple bodies or larger decedents. Contractor shall provide additional attendants at the request of the County.
2. Contractor shall provide at least two attendants for residential and at-the-scene calls. The last arriving attendant shall arrive within five minutes for the first attendant.
3. Contractor shall provide at least one attendant for hospital and institutional calls. Institutional calls shall include in- care institutions, such as nursing homes, sub-acute facilities, and mental health institutions.
4. Contractor shall handle all remains in a professional and dignified manner that is consistent with the standard of care for the industry.
5. Unless directed by Deputy Coroner at the scene or other Coroner personnel, Contractor shall load and transport all remains in the supine position; Upon delivery at the Coroner facility Contractor shall transfer the remains on to the County equipment in the supine position with the head opposite of the drain hole.
6. Contractor shall properly and legibly toe tag all remains with complete Coroner's case number and full name of deceased before removal from location of death. Only Coroner provided toe tags shall be used.
7. Contractor shall use body bags for homicides and suspicious deaths; badly decomposed, charred or mangled remains; known contagious diseased remains; or at the direction of Coroner personnel only. The Coroner shall furnish the body bags and the Contractor shall only use Coroner body bags. A new body bag shall be used in each instance specified above.
8. Contractor shall provide 72 x 108", 2 mil. thick plastic sheeting for removal of remains. Contractor shall use plastic sheeting to enfold every body that is transported by the Contractor, unless provisions of Section A, paragraph 7 are applicable.
9. The Deputy Coroner shall supervise the placement of homicide and suspicious death remains in body bags and shall seal these body bags for protection of the evidence.
10. Contractor shall not transport a body with the deceased's personal property, other than personal clothing, unless expressly directed by the Deputy Coroner, Watch Commander, or Deputy in Charge. Contractor shall contact Deputy Coroner, Watch Commander or Deputy in Charge for authorization to transport a body with personal property. Authorization shall be in writing.
11. Contractor shall not transport more than one body in a vehicle, unless multiple removals

are to be made from the same site, or as otherwise approved by the Deputy Coroner. Any violation of this provision may be considered a material breach of Contract.

12. Contractor's personnel shall direct all conversation to Coroner's personnel at the scene. At no time will the Contractor or its personnel or any employee of the Contractor be rude, uncooperative or argumentative with any Sheriff-Coroner Department employee or employee of the County of Orange or any person involved in the performance of this Agreement. The County reserves the right to cancel a particular body transport without Contract ramifications if, in the sole opinion of the Coroner personnel, the Contractor personnel are acting in a rude, uncooperative, argumentative, incompetent, or dangerous manner. Any such behavior or activity may be considered a breach of this Contract.
13. On hospital and institutional calls, Contractor shall refer any questions by families, friends, the press, etc., to the Deputy Coroner handling the case. No interaction with the public shall be in a rude, uncooperative or argumentative manner as further set forth in paragraph 12 of this Section.
14. Contractor's personnel must respond and comply with all questions, requests, or directives made by Coroner personnel. Failure to respond to Coroner's personnel questions, requests, or directives will be deemed "uncooperative," as set forth in Section A, paragraph 11.
15. Contractor shall transport the remains, in a timely fashion, directly to the Coroner Division located at 1071 W Santa Ana Blvd. Santa Ana CA 92703 or Coroner Designated facility, unless otherwise authorized by the Watch Commander at the time of the call. Contractor shall not make any intermittent stops when transporting remains.
16. Upon arrival at the Coroner's facility, Contractor shall place all remains on the appropriate gurney having the decedent in the supine position with the head opposite of the drain hole. Contractor shall follow all orders and direction of Coroner's representatives, which may include removal of clothing from the deceased and placement of said clothing in a County provided plastic bag. Contractor shall perform this function as expeditiously and discreetly as possible, covering the remains with a Contractor-supplied plastic sheet prior to placing the gurney and decedent on the weighing scale. A Coroner representative must be notified prior to departure of Contractor personnel from the Coroner's facility.

B. CONTRACTOR AND ALL PERSONNEL EMPLOYED BY CONTRACTOR:

1. Contractor's personnel shall pass an extensive background investigation conducted by the Sheriff-Coroner after providing all information necessary for the performance of such investigation. Such investigation shall include review of public criminal records. Contractor shall provide a list of all personnel who will provide services under this contract and all corporate officers or those with an ownership interest in the business. Such list shall include the following information: 1). Full name; 2) any other names the individual has been known by; 3) date of birth; 4) city of residence for last two years. Contractor must immediately notify the County of any changes to the list. CONTRACTOR shall cooperate with any follow up inquiries by County regarding information obtained in such background investigations.

Contractor shall immediately notify County in the event any personnel, corporate officer

or individual with an ownership interest is convicted or under criminal investigation involving any of the following listed offenses. This may be cause for denial of application to use Contractor's employee to supply services under this Contract or termination of the Contract. The offenses are as follows:

- i. Any crimes listed in California Penal Code section 290
- ii. DUI (regardless of felony or misdemeanor)
- iii. Any crimes enumerated in California Vehicle Code section 2432.3
- iv. Within 5 years of contract issuance date: (or on probation or parole)
 - A. Vehicle Theft
 - B. Fraud
 - C. Stolen Property
 - D. Crimes of Violence
 - E. Any crime relating to narcotics or any controlled substance

In the event an employee of the Contractor is convicted or is under criminal investigation, the Contractor may be given the opportunity to replace that employee without prejudice to the contract. It will be the responsibility of the Contractor to immediately provide the County with any updated information regarding the conviction or plea of guilty or nolo contendere. A conviction or plea of guilty or nolo contendere to any lesser-included offense is also considered a conviction. Failure to provide immediate information regarding the identity of the employee, or any other corporate officer or person with ownership interest in the company may result in termination of the contract. Failure to provide immediate information to the County of any information regarding the conviction of any of the above crimes may also result in termination of the contract.

2. Contractor personnel shall have valid California driver's license and a driving record acceptable to the Sheriff-Coroner. Driver's license shall be made available upon demand of Sheriff- Coroner personnel.
3. Contractor personnel shall be physically able to perform all duties required to provide services under this contract, including, but not limited to heavy lifting, hiking over rugged terrain, and driving substantial distances.
4. Contractor personnel shall attend orientation class as designated by Coroner. Contractor shall maintain records on orientation dates and attendance of its personnel for four years from the date of termination or expiration of this Contract. These records shall be made available to Coroner personnel upon request, within 10 business days.
5. Contractor personnel shall wear clean, neatly pressed, professional attire, except as set forth in Section D, paragraph 10 for safety and protective wear. Such attire is subject to review by Coroner personnel.
6. Contractor personnel shall conduct themselves in a professional and dignified manner at all times.
7. Contractor personnel shall not present themselves as an employee of the Sheriff-Coroner, or the County of Orange, either by oral or written representation or omission of material fact. Contractor is aware that representation by Contractor personnel as a peace officer, may rise to the level of a violation of California Penal Code.

8. Contractor shall have a business office for transport service located within the geographical boundaries of the County of Orange. Such office shall be available for visitation by Officers and personnel of the Orange County Sheriff during normal business hours of 8:00 a.m. to 5:00 p.m. (Pacific Time). Contractor shall be available to provide body transportation services 24 hours a day, seven days a week.

C. RESPONSE TIME:

1. Contractor shall dispatch transportation unit immediately after receiving a call from the Coroner, his deputy, or other designated agent. Contractor personnel shall be en route in a designated transport vehicle to the location of the body within fifteen minutes after receiving a call from the Coroner, his deputy, or other designated agent
2. Response times should be no greater than driving time, at a legal rate of speed, from the Orange County business address in Section B, Paragraph 8, to the scene of death. Response time (arrival) shall be based on when the latest arriving driver arrives on scene.
3. Delays in response time due to weather, road conditions or service unit working another call shall be reported by Contractor to the Coroner's Watch Commander or Deputy Coroner on duty.
5. Contractor shall provide a single telephone number based in Orange County for dispatch calls for body transport services under this Contract. Contractor's telephone shall be answered in-person on a twenty-four hour basis. NO ANSWERING SERVICE OR MACHINE.
6. Return time to the Coroner's facility shall be no greater than driving time at a legal rate of speed from pick-up directly to the Coroner's facility unless otherwise directed by Coroner personnel.
7. Contractor will be allowed to charge a call back fee only when authorized in writing by County. A call back is when County makes initial call for body transport and Contractor is turned away at the time of arrival or while in transit due to unforeseen circumstances and called back at a later time.

D. EQUIPMENT FURNISHED BY CONTRACTOR:

1. Only equipment and/or supplies approved by the Sheriff-Coroner shall be used by Contractor, including but not limited, to plastic sheeting.
2. Contractor shall own or maintain at least five transport vehicles of van or station wagon type. Contractor shall ensure its vehicles are in good mechanical working order each time they are dispatched to provide body transport services under this Contract. Contractor shall ensure its vehicles receive routine mechanical maintenance and repair in a timely manner. Contractor shall routinely inspect their vehicles for needed mechanical repairs and maintenance.
3. Contractor shall equip each vehicle with a non-emergency radio frequency communications between contractor's field personnel or vehicle and base station located

within the County of Orange. RADIO PAGES DO NOT QUALIFY.

4. Contractor shall only dispatch vehicles with functioning communication equipment on Coroner's cases.
5. Vehicles shall be without company name, business logo or any other business advertising message. Bumper stickers will not be permitted.
6. Vehicles shall be kept clean inside and out, and interiors shall be sanitary and free from deleterious odors at all times.
7. Vehicles shall be without significant body, paint and/or other damage.
8. Each vehicle must be equipped with two one-man stretchers with portable cots. All portable cots must be in safe working condition, cleaned and inspected regularly.
9. Vehicles and equipment are subject at any time to inspection by the Sheriff-Coroner or his designated representative, and Contractor may be required to replace or repair defective or substandard equipment within 30 days of notification. Contractor shall immediately replace or repair a vehicle if removal of said vehicle from Contractor's fleet will reduce the number of available vehicles below 5 or it is a safety issue.
10. Contractor shall maintain an adequate supply of disposable personal protective equipment (PPE) including but not limited to single use gloves, aprons, masks, and eye shields. County is not responsible for supplying new or replacement PPE nor the required fit testing for any items used by Contractor.
11. Contractor shall ensure each vehicle is equipped with fifty feet of one-half inch nylon line with tensile strength of at least 5,000 pounds. Contractor shall ensure each vehicle has towing capability.

E. EQUIPMENT FURNISHED BY CORONER:

1. Body bags
2. Toe Tags
3. Contractor shall be responsible to ensure that they have adequate supplies on each transport.
4. **MATERIALS FURNISHED BY CORONER WILL NOT BE USED ON ANY OTHER CASES EXCEPT ORANGE COUNTY CORONER'S CASES.**

F. PROHIBITION OF FUNERAL SERVICES SOLICITATION

1. Contractor and its employees shall not solicit for a sale of any goods or funeral services at the residence or in the presence of any friend or relative of the deceased by any means whatsoever. This includes, but is not limited to, any oral or written representations or statements handing out, or leaving on the premises, any printed material that would carry

the name of any business or company that in any might imply a solicitation for a business or service. Any violation of this provision may be considered a material breach of the Contract.

G. CONTRACTOR'S LIST OF EQUIPMENT

1. Contractor shall have the vehicles listed below available for use in fulfilling its obligations under this Contract. Contractor shall maintain an appropriate number of vehicles in order to fulfill its obligation under this Contract.

No.	Qty.	Make	Year	Body Type	OWN/LEASE
1	3	Honda	2023	Van	Own
2	4	Honda	2020	Van	Own
3	3	Chrysler Hybrid	2020	Van	Own
4	3	Chrysler	2019	Van	Own
5	1	Dodge Ram	2020	Sprinter Van	Own

2. Vehicle Dispatch Procedure: All calls shall be received at the Contractor's central dispatch office. When a call is received, the dispatcher shall immediately dispatch the nearest driver to the scene. All Coroner cases shall be put on a priority basis. Dispatcher shall dispatch all Coroner cases immediately after receiving the call.

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Body Transport Services as set forth in Attachment A, "Scope of Work".

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

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

All costs shall be included in the "Price" per case. A case is defined as each decedent. Contractor shall provide at its own expense all Labor, Materials, Equipment and insurance coverage, Permits, Licenses (as applicable) to provide the services specified herein at the quoted price per case. No additional expenditure shall be authorized and/or paid by the County.

The County reserves the right to supplement this Contract with other Firms in the event more vehicles and personal are needed then the normal requirement dictate.

PRICE PER CASE	<u>\$ 250.00</u>
(In Orange County)	

CALL BACK FEE	<u>\$ 250.00</u>
Portal to portal (place of business)	

TRIPS OUTSIDE OF ORANGE COUNTY:

In the event that the Contractor is required to travel outside of Orange County and the trip is in excess of fifty (50) miles round trip, the County shall pay the below price per mile. Round trip is calculated as the total miles from the Contractor's business office, to the location of the remains, and to the drop off location of the body.

PRICE OUTSIDE OF THE GEOGRAPHICAL BORDERS OF COUNTY IN EXCESS OF FIFTY (50) MILES ROUND TRIP

PRICE PER MILE	<u>\$ 5.00</u>
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Contract shall not exceed \$2,250,000/3 years

1st term of 4/15/23 through and including 4/14/24 for \$750,000
 2nd term of 4/15/24 through and including 4/14/25 for \$750,000
 3rd term of 4/15/25 through and including 4/14/26 for \$750,000

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

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

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address of 1071 W Santa Ana Blvd. Santa Ana CA 92703 or Coroner Designated facility
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, case number, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Coroner Division
1071 W. Santa Ana Blvd.
Santa Ana, CA 92703
Attn: Leslie Trejo

9. Payment (Electronic Funds Transfer (EFT))

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

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.