

Amendment No. 1 to
Contract MA-031-21011799
with
~~APLPD HOLDCO Inc. & Subsidiary DBA~~ PODS Enterprises LLC
for
Equipment Storage, Delivery & Pick Up

This Amendment No. 1 (hereinafter referred to as “Amendment No. 1” to Contract MA-031-21011799, ~~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 ~~APLPD HOLDCO Inc. & Subsidiary DBA~~ PODS Enterprises LLC with a place of business at 13535 Feather Sound Dr., Clearwater, FL 33762-2259; (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

- ~~Attachment A— Scope of Work~~
- ~~Attachment B— Compensation/Payment~~
- ~~Attachment C— Staffing Plan~~
- ~~Attachment D— Standard Equipment Pictures~~
- ~~Attachment E— ADA Equipment Pictures~~

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) for Equipment Storage, Delivery &and Pick Up and represented that its proposed goods and services shall meet or exceed the requirements and specifications of the RFP; and

~~**WHEREAS**, Contractor agrees to provide goods and services to the County as further set forth in Attachment A, Scope of Work, attached hereto and incorporated herein; and~~

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

~~**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Equipment Storage, Delivery, and Pick Up with the Contractor; and~~

NOW, THEREFORE, the Parties mutually agree as follows:

WHEREAS, the Parties executed Contract MA-031-21011799 (hereinafter referred to as “Contract”) for Equipment Storage, Delivery & Pick Up, effective August 10, 2021, through and including August 9, 2024, in an amount not to exceed \$1,740,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for a two-year term, effective August 10, 2024, through and including August 9, 2026, and to amend Attachment A; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties mutually agree as follows:

1. The Contract is renewed for a term of two (2) years, effective August 10, 2024 through August 9, 2026, in an amount not to exceed \$1,160,000 for the renewal term, for a revised total amount not to exceed \$2,900,000.
2. Additional Terms and Conditions, Paragraph 2, Term of Contract, of the Contract is deleted in its entirety and replaced with the following:
 2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue through and including August 9, 2026, unless otherwise terminated by County.
3. Additional Terms and Conditions, Paragraph 3, Renewal, of the Contract is deleted in its entirety and replaced with the following:
 3. **Renewal:** This Contract is non-renewable.
4. Attachment A, Scope of Work, of the Contract is deleted in its entirety and replaced with Attachment A, Scope of Work, attached hereto.
5. This Amendment No. 1 modifies the Contract, including all previous amendments, only as expressly set forth herein. Except as amended herein, all other terms and conditions of the Contract, including all previous amendments, are incorporated by this reference as if fully set forth herein and shall remain in full force and effect.

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 and accepted in writing by County.~~
- ~~F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and 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 indemnitees 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:** 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:~~

Coverage

~~Commercial General Liability~~

~~Automobile Liability including coverage for owned, non-owned and hired vehicles~~

~~Workers' Compensation~~

~~Employers' Liability Insurance~~

~~Motor Truck Cargo Insurance~~

Minimum Limits

~~\$1,000,000 per occurrence~~

~~\$2,000,000 aggregate~~

~~\$1,000,000 per occurrence~~

~~Statutory~~

~~\$1,000,000 per occurrence~~

~~\$100,000 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 00 12, CA 00 20, or a substitute form providing liability coverage 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, employees and agents*** as Additional Insureds, 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.~~

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

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

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 interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to:

County of Orange
 c/o: Registrar of Voters
 Attn: Procurement
 1300 S. Grand Ave. Bldg. C
 Santa Ana, CA 92705

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

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

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

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

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

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

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

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

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

~~R. **Force Majeure:** Contractor shall not be held liable and shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for~~

~~the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.~~

- ~~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:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.~~
- ~~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 affect 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 liability of any kind or nature arising from or related to third party claims or demands arising from or related to personal injury or property damage caused by the Contractor 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 the County will procure Equipment Storage, Delivery and Pick Up from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".~~
- ~~2. **Term of Contract:** This Contract shall commence upon approval by the County Board of Supervisors or upon execution of all necessary signatures, whichever occurs later, and will be in effect for three (3) years from that date, unless otherwise terminated by the County. This Contract may be renewed as set forth in paragraph 3 below.~~
- ~~3. **Renewal:** This Contract may be renewed by written mutual 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 the prior written approval of the County assigned Deputy Purchasing Agent.~~
- ~~5. **Americans with Disabilities Act:** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.~~
- ~~6. **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:

 - ~~1) Terminate the Contract immediately, pursuant to Section K herein;~~
 - ~~2) 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;~~
 - ~~3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and~~
 - ~~4) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.~~~~
- ~~7. **Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.~~

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

- ~~8. **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.~~
- ~~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. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.~~
- ~~11. **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.~~
- ~~12. **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 three (3) 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 requires the removal of Contractor's Project Manager from providing further services under the Contract.~~

~~13. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.~~

~~14. **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.~~

~~15. **Disputes Contract:**~~

~~A) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:~~

~~1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.~~

~~2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.~~

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

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

~~16. **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.~~

~~17. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.~~

~~18. **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 I of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.~~

~~19. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.~~

~~19. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.~~

~~Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.~~

~~Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.~~

Attn: David Goulding
 Email: David.Goulding@rov.ocgov.com
 Phone: 714-567-7934

County DPA:

Registrar of Voters
 PO Box 11298
 Santa Ana, CA 92711
 Attn: Christina Morales
 Email: Christina.Morales@rov.ocgov.com
 Phone: 714-567-5169

~~25. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.~~

~~23. **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.~~

~~27. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.~~

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

~~24. **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.~~

~~25. **State Funds — Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.~~

~~26. **Subcontracting:** 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.~~

~~31. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.~~

~~27. **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.~~

~~28. **Waivers — Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.~~

~~29. **LIMITATION ON PROPERTY DAMAGE OR LOSS.** County shall not hold Contractor responsible for any theft to any property stored in a storage unit while the storage unit is in the possession of County. Notwithstanding anything in this Agreement to the contrary, in the event Contractor shall be liable for damage or loss to any property stored in any storage container, Contractor's liability total, cumulative liability for any said damage or loss (even if the damage or loss arises from a defect with the storage container or the negligence of the Contractor) shall not exceed \$25,000 per storage container subject to damage or loss.~~

SIGNATURE PAGE FOLLOWS

Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

~~CONTRACTOR: APLPD HOLDCO INC & SUBSIDIARY DBA PODS ENTERPRISES LLC *~~

Print Name Title

Signature Date

Print Name Title

Signature Date

~~* If the contracting party is a corporation, signatures of two specific corporate officers are required as further set forth.~~

~~The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.~~

~~The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.~~

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

~~County of Orange, a political subdivision of the State of California~~

Print Name Title

Signature Date

~~APPROVED AS TO FORM
County Counsel~~

Print Name Title

Signature Date

~~APPROVED AS TO CONTENT
Department Head~~

Print Name Title

Signature Date

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR: PODS ENTERPRISES LLC

Print Name Title

Signature Date

Print Name Title

Signature Date

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

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) 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

Print Name Title

Signature Date

APPROVED AS TO FORM

County Counsel

Print Name Title

Signature Date

ATTACHMENT A Scope of Work

A. Introduction

The Registrar of Voters (ROV) exists to serve the citizens of Orange County by faithfully conducting the election process through which they choose their representatives. The ROV conducts all federal, state, city, and local elections in and for ~~the Orange e~~County. ~~The County of~~ Orange County is the 5th largest voting jurisdiction in the United States with approximately 1.8 million registered voters. On average, ~~the~~County conducts four (4) elections per year.

Beginning in March of 2020, through the Voter's Choice Act, Senate Bill (SB) 450, the County has a new way to vote. Vote Center voting replaced traditional polling place voting offering many enhanced services to voters for an extended voting period instead of just a single election day. Currently these extending voting periods begin up to 11 days throughout ~~the~~Orange County.

SB 450 (§4005) has established a formula to determine the number of Vote Centers required for each election. Currently, counties are instructed to provide one (1) 11-day Vote Center for every 50,000 registered voters and one (1) 4-day Vote Center for every 10,000 registered voters. These parameters may be adjusted in the future via legislation changes.

Thus, ~~the~~County has changed the way equipment is sent and stored at voting locations. ~~The~~County is seeking a Contractor to provide secure, lockable, weather-resistant storage containers and provide pre-election delivery and post-election pick up of the storage container safely and securely to all Vote Centers.

The number of Vote Centers is expected to change. Data from the 2020 Census and voter registration changes, as well as statute changes, will impact the number of Voter Centers needed each election.

The Registrar of Voters office is located at 1300 S. Grand Ave. Bldg. C, Santa Ana, CA 92705.

B. Contractor Requirements

Contractor shall provide all labor, materials, tools, and equipment required to provide goods and services as further described below:

1. Contractor shall ensure timely delivery of all storage containers to ~~the~~County for loading of equipment.
 - i. Containers shall be adequate to hold the following equipment:
 - Standard Equipment (see Attachment D for pictures)
 1. Metal Carts
 2. Stanchions
 3. A-Frames
 4. Sign Packages
 - ~~5.~~ Black Wheeled Container
 - ~~6.~~ Cardboard Boxes
 - ~~7.~~ Folding Cart
 - ~~5-8.~~ Wood Ramp
 - Additional Equipment (See Attachment E for pictures)
 1. ADA Equipment, if necessary

- a. Folding Tables
- b. Chairs
- c. Ramps
- d. Mats
- e. Signage
- f. Cones

Other Equipment, if necessary

1. Canopy

2. Canopy Weights

- ii. Container shall have at least 292.5 cubic feet.
 - iii. Container shall accommodate items 83 inches high.
 - iv. Container shall be able to accommodate approximately 1300 lbs. of equipment.
 - v. Container shall have tie down hooks or other means to secure contents.
 - vi. Container shall have mechanism for County to secure the container with County provided padlock.
2. Contractor shall ensure timely and accurate delivery of all equipment to the Vote Center sites.
 - i. Contractor will have between one (1) to five (5) calendar days (based solely on the needs of the County) to deliver the container to sites across Orange County per the scheduled provided. It is anticipated that a major election will require ~~189~~180-200 containers.
 1. Contractor shall provide County with the delivery schedule no later than ~~five (5)~~seven (7) business days prior to the anticipated delivery date.
 - ii. Contractor shall ensure the correct container is delivered to the corresponding Vote Center site.
 1. County requires the option for Contractor to provide the County with a delivery confirmation for each delivery.
 3. Contractor shall ensure timely pick-up from Vote Center Sites to return equipment to County for unloading. Pick up of containers can begin the second post-election day.
 - i. Contractor shall have one (1) to five (5) calendar days to return all containers to ~~the ROV~~County post-election.
 4. Contractor shall pick-up empty containers from County at the designated time and date once ~~County ROV~~ staff has unloaded all equipment.
 - i. Contractor shall have the ability to extend the rental period as needed to support the operational needs of ~~the~~ County on short notice.
 5. County requires the option for Contractor to provide on-site services in order to support ~~the~~ County with moving storage containers.
 - i. Contractor to provide equipment and personnel to move containers around ROV's site as needed to allow for loading and unloading in instance that require 31 or more containers at no additional charge.
 6. Contractor shall fully comply with the security requirements of ~~the~~ County and will immediately report any attempt to interfere with the election equipment or delivery process to the County's Project Manager.

7. **Cal-OSHA Vehicle Regulation:** All vehicles must meet California Motor Vehicle and Cal-OSHA regulations and all other applicable codes required for vehicle use on the roads or highways in the state of California.

8. **Contractor Personnel – Uniforms/Badges/Identification:** ~~The~~ Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by ~~the e~~Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) calendar days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) calendar days prior to any changes in this procedure.

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

10. Contractor's minimum standard for responsiveness to County is a same day response. During the project execution, key staff are also accessible afterhours and on weekends as needed. All Contractor key staff's mobile numbers will be provided to County's s Project Manager.

C. County Responsibilities

1. County shall load and unload all equipment in and out of the container.
2. Thirty (30) calendar days prior to each election's voting period, County shall provide Contractor with the addresses for all Voter Center sites once all sites have been finalized by County.
3. County shall secure each container with locks and other security seals.
4. Container numbers are assigned by ~~the~~ County as they are loaded by County. County will update the database to reflect container assignment. Contractor will coordinate updated assignments in their routing system.

ATTACHMENT B
Cost/Compensation

A. Compensation

~~This is a fixed price Contract between the County and Contractor for goods and/or services as per the specifications in Attachment A, Scope of Work in the amount **not to exceed \$580,000.00 per year.**~~

~~The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.~~

~~The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.~~

B. Fees

~~Prices shall not include sales tax. Prices shall include all costs, but not limited to overhead, all necessary labor, transportation, fuel/fuel surcharges, mileage, storage, and any other costs necessary to provide the items under this Contract. No self imposed fees shall be accepted/authorized.~~

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

Description of Item/Service	Rate	Unit of Measure
Required		
Container Rental	\$200.00	Per month and per container
Delivery to County	\$250.00	Per container and per trip
Delivery to Vote Center	\$250.00	Per container and per trip
Pick up from Vote Center	\$250.00	Per container and per trip
Pick up from County	\$250.00	Per container and per trip
Dead Run Fee (for deliveries that aren't able to be made out of no fault of the PODS Driver)	\$250.00	Per dead run
Optional		
Additional Rental Time—Monthly	\$200.00	Per month and per container
Container Protection Plan *	\$10.00	Per month and per container

~~*Container protection (Damage Waiver) Terms: By paying the applicable fee, Contractor agrees to contractually waive County's responsibility for all of the cost of damage however caused to the respective PODS container regardless of fault or possession of the container, except that this damage waiver shall be invalidated if (a) the container is (i) deliberately or intentionally damaged by County, or (ii) County fails or refuses to provide Company, the police or other authorities with a full report of any accident or vandalism involving the respective container or otherwise fails to cooperate with Contractor, the police or other authorities in the investigation of any accident or vandalism.~~

~~**C. 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.~~

~~**D. Price Increase/Decrease:** No price increases will be permitted during the first term of the price agreement. The County requires bona fide 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.~~

~~**E. Payment Terms in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the billing 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.~~

~~**F. Tax Payer 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.~~

~~**G. 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:~~

- ~~1. Contractor's name and address~~
- ~~1. Contractor's remittance address, if different from 1 above~~
- ~~2. Name of County Agency/Department~~
- ~~3. Contract number (MA number)~~
- ~~4. Order Date~~

- ~~5. Product/service description, quantity, and prices~~
- ~~6. Sales tax, if applicable~~
- ~~7. Contractor's Federal Tax ID number~~
- ~~8. Total~~

~~The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Invoice and support documentation are to be sent to:~~

~~OC Registrar of Voters
Attn: Accounts Payable
PO Box 11298
Santa Ana, CA 92711~~

ATTACHMENT C
Staffing Plan

1. Primary Staff /Key Personnel to perform Contract duties.

Name	Title	Years of Experience	Length of Time with Firm
Matt Haase	Commercial Regional Sales Manager	15	4
Andy Bishop	Regional Account Executive	20	5
Garret Well	Territory Manager—L.A. Operations	17	17
Rafael Garcia	Market Manager—Santa Ana Storage Center	11	11

~~Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.~~

~~The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County approval in writing. In addition to the rights set forth in Model Agreement, Additional Terms and Conditions, paragraph 8 regarding Contractor's Project Manager Removal, County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the removal of the specified Contractor personnel from performing services to County under this Contract within 3 business days of notification by Project Manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Project Manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.~~

2. Subcontractor(s)

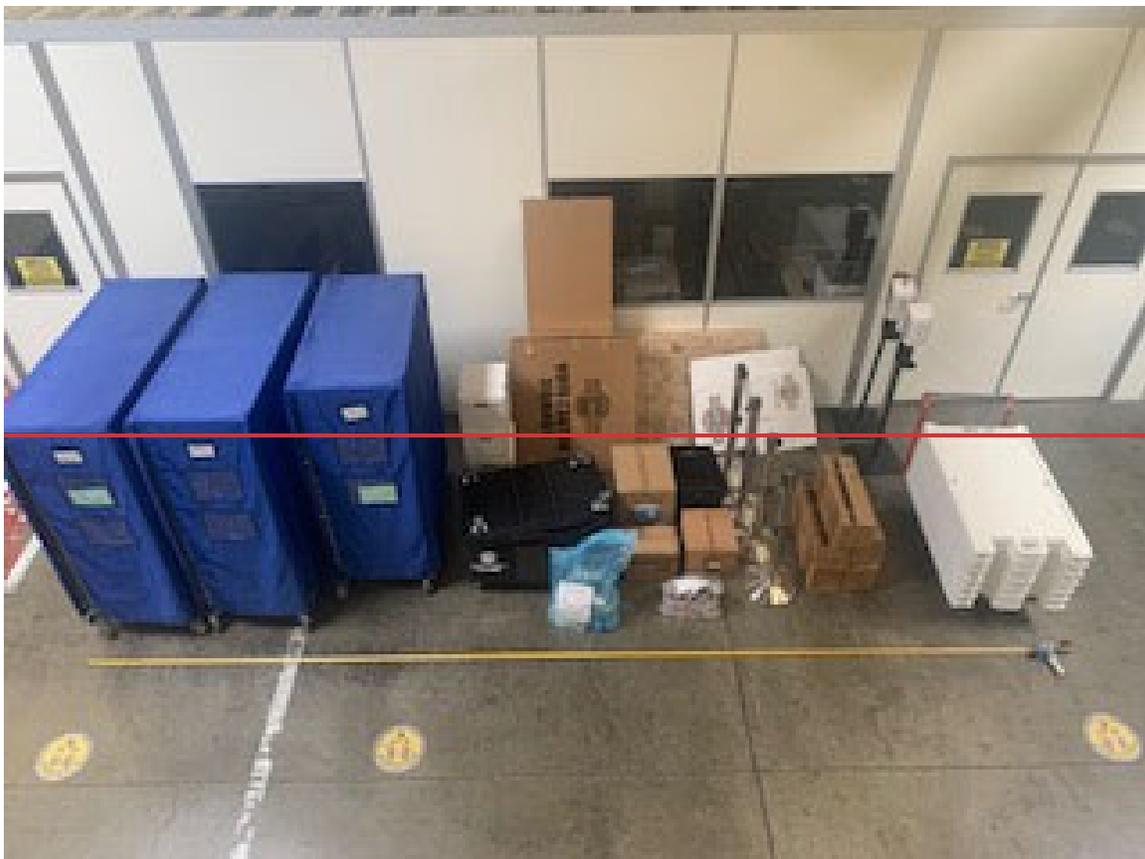
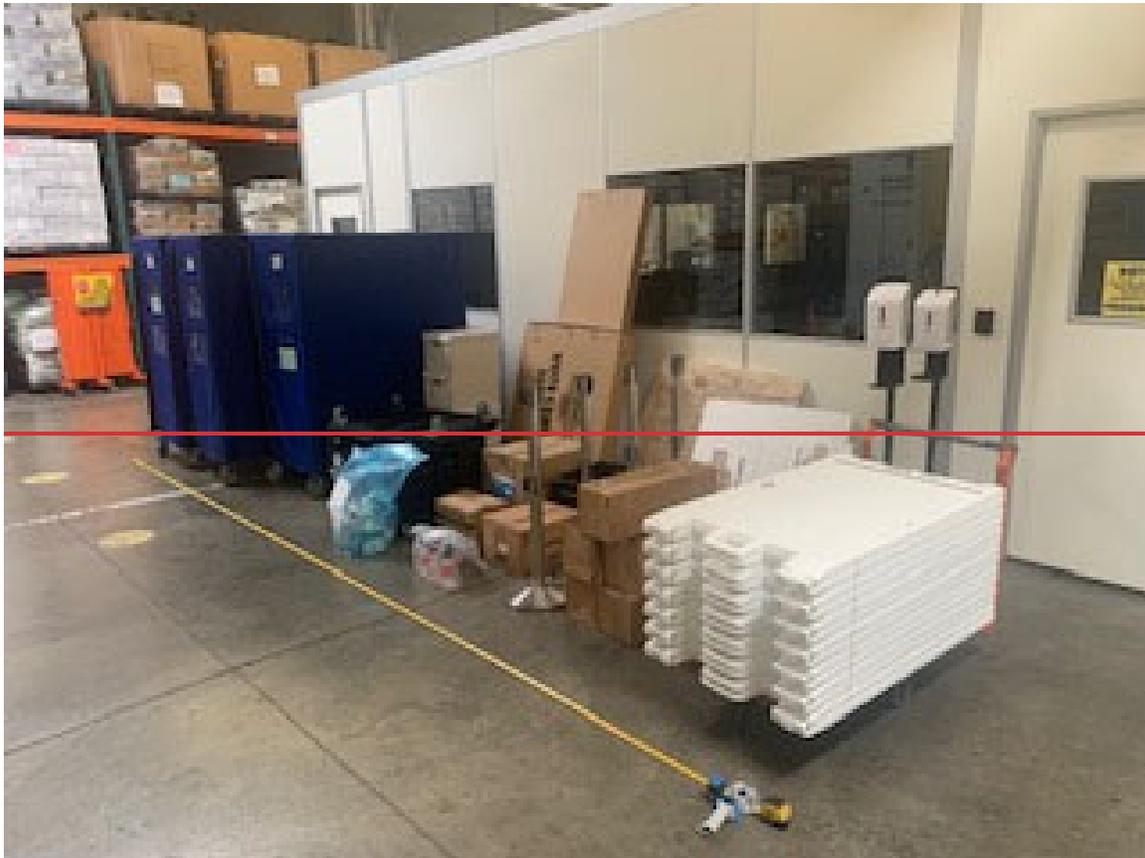
~~List below subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.~~

Company Name & Address	Contact Name & Telephone Number	Project Function
N/A		

ATTACHMENT D
Standard Equipment Pictures

~~Pictures are provided to see the types equipment listed in Attachment A, Scope of Work. The proposed storage containers do not need accommodate the exact footprint seen in the below pictures. Some items/boxes are stackable.~~





ATTACHMENT E ADA Equipment Pictures

Cones



Tables and Chairs



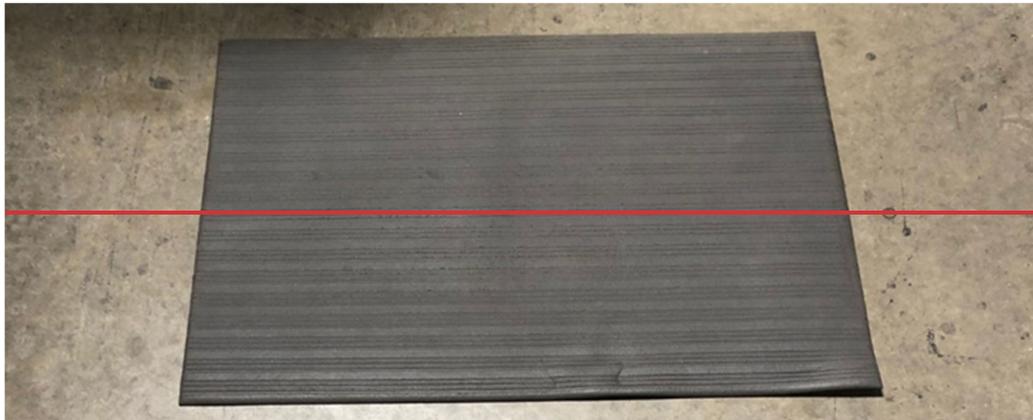
Ballot Call



Van Accessible Portable Sign



Mats



Ramps



