



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT #RCA-017-18010006
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
SUDDATH RELOCATION SYSTEMS OF CALIFORNIA, INC.
FOR
MOVING AND RELATED SERVICES

This Agreement, 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 Suddath Relocation Systems Of California, Inc. with a place of business at 14221 Artesia Blvd., La Mirada, CA 90638; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for providing Moving and Related Services for the County; and,

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and,

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Moving and Related 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 trial to another County.
- B. **Entire Contract:** This Contract, when fully executed by all necessary parties, 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 his designee, hereinafter "Purchasing Agent."
- 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.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not

conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all 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 services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are 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 "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the 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 "HH" below, it shall indemnify, defend and hold County and County Indemnities 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** 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 or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract 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 all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any 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 obligations.
- 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. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of

certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- N. **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.
- O. **Performance:** Contractor shall perform 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 services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. **Insurance Provision:** 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	Minimum Limits
Commercial General Liability (Limits may be increased for Specialty Moving Projects)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit 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 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, 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 interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

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

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

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

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **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.
- V. **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 “HH” below, Contractor agrees that it shall defend, indemnify and hold County and

- County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** 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.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Intentionally Omitted.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **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 has 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.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **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, consultants and subcontractors 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 employee, consultants and subcontractors 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.

- HH. **Indemnification Provisions:** 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.
- II. **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 surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods from Contractor as further detailed in the Section III - Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence on **September 13, 2017** upon all necessary signatures, and continue for five (5) calendar years from that date, until September 12, 2022, unless otherwise terminated by County. This Contract is non-renewable.
3. **Regional Cooperative Agreement (RCA):** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of 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. The cooperative entities are responsible for obtaining all certificates of insurance and

bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. 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 cooperative 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.

4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Amendments – 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 (7) 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 DPA, shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **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:
 - i. Terminate the Contract immediately, pursuant to Section K herein;
 - ii. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
9. **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.

10. **Compensation:** 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.
11. **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.
12. **Contractor – Change in Ownership:** The Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of the County.
13. **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 relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
14. **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.
15. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
16. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
17. **Intentionally left blank.**
18. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
19. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their

ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

20. **Contractor Personnel-Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

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

21. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.

22. **Contractor's Project Manager & 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 and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

23. **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 seven (7) 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 DPA.

24. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.

25. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract."

26. **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.

27. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of

federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.

28. **Default:** In case of default by Contractor, the County of Orange 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.

29. **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 Purchasing Agent by way of the following process:
- i. The Contractor shall submit to the agency/department assigned DPA 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.
 - ii. 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 provision of services under this Contract. 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 Purchasing Agent or his designee. If the County fails to render a decision within ninety (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 Terminate for Convenience as stated in Section K herein.

30. **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:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. 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:

- a. Contractor has made false certification, or
- b. Contractor violates the certification by failing to carry out the requirements as noted above.

31. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 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.

32. **Firm Price Quotes:** Prices quoted herein shall be firm for the duration of the Contract.
33. **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 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.
34. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.

35. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
36. **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 agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
37. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

For Contractor: Send correspondence to:

Suddath Relocation Systems of California, Inc.

Attention: Zane Anderson

14221 Artesia Blvd.,

La Mirada, CA 90638

Phone No (562) 404-7794 x 2719

Fax No: (562) 572-8427

Email: azane.anderson@suddath.com

For County:

County of Orange/County Procurement Office

Attention: Yarida Guzman, DPA

1300 S. Grand Ave., Bldg., B, 3rd Floor

Santa Ana, CA 92705

Phone No: (714) 567-7368

Fax No: (714) 567-7307

Email: Yarida.guzman@ocgov.com

38. **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 remains 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.
39. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. 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 articles of this Contract, and then the exhibits and attachments.
40. **Prevailing Wage (Labor Code § 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of

such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

41. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, 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.
42. **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 14 calendar 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 and key personnel. Said approval shall not be unreasonably withheld.
43. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
44. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
45. **Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
46. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
47. **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.
48. **Liquidated Damages:** It is agreed by and between the Contractor and the County that if this Contract is not fully and completely performed within the terms of the Contract, damage will be sustained by the County. Said damage includes any additional costs resulting from a delay in scheduled time frames by the Contractor. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such delay, Contractor agrees to forfeit and pay to County the sum of \$500 ("Liquidated Damages") for each calendar day that completion of all the work required by the Contract is delayed. County may deduct such sum from any payments due or to become due to Contractor. If the Liquidated Damages exceed the unpaid balance of the Contract price otherwise owed to Contractor, then Contractor shall immediately pay County the difference. The imposition of consequential damages shall not exceed \$500 per day.

SIGNATURE PAGE FOLLOWS


CONTRACT SIGNATURE PAGE

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

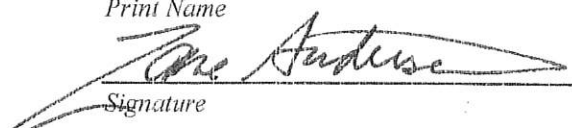
SUDDATH RELOCATION SYSTEMS OF CALIFORNIA, INC.

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.


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.

<u>LORI A. ESCHEN</u>	<u>ASST SECRETARY</u>
Print Name	Title
<u></u>	<u>9/1/2017</u>
Signature	Date

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

<u>ZANE ANDERSON</u>	<u>President; C.M.</u>
Print Name	Title
<u></u>	<u>8/31/17</u>
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

<u>for Yarida Guzman</u>	<u>Deputy Purchasing Agent</u>
Print Name <u>Gabriela George</u>	Title
<u></u>	<u>9/1/17</u>
Signature	Date

**ATTACHMENT A
SCOPE OF WORK**

1. INTRODUCTION:

The County of Orange is comprised of 21 Agencies and over 17,500 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

The purpose of this Solicitation is to establish a contract(s) for **Moving and Related Services**. Moving projects may be provided for a County building or between one or more County sites/facilities and will be requested on an as needed basis and usage is not guaranteed.

Contractor is to provide **Moving and Related Services** to various County facilities located throughout the County of Orange. Each Agency may have different hours of operations but all non-urgent services shall be done within each department regular business hours, even if these differ from listed hours.

2. DEFINITIONS:

- 2.1 **County Coordinator:** County agency/department assigned project lead. A coordinator will be assigned to each move.
- 2.2 **Contractor Performance Evaluation:** This evaluation form is to be completed by County Department after each moving project completed by Contractor. Evaluations will be utilized to monitor performance issues.
- 2.3 **Contractor's State License Board (CSLB):** The CSLB protects consumers by regulating the construction industry through policies that promote the health, safety and general welfare of the public in matters relating to construction. CSLB activities include administering examinations to test prospective licensees, issuing licenses, investigating complaints against licensed and unlicensed contractors, issuing citations, suspending or revoking licenses, and seeking administrative, criminal and civil sanctions against violators.
- 2.4 **D34 Classification:** The California Code of Regulations, Division 8, Title 16, Article 3. Classification, a prefabricated products/equipment contractor performs installations of prefabricated products/equipment. For more information, refer to www.cslb.ca.gov.
- 2.5 **Design Services:** A plan or drawing produced to show the reconfiguration of existing furniture to ensure that all furniture compliances are met (e.g. ADA Requirements, aisle space, seismic bracing, electrical, etc.). This service shall be used in conjunction with reconfiguration services and must be approved in writing by County Personnel.
- 2.6 **Driver:** A person who drives a car, truck or any vehicle. A driver shall be also be part of the moving crew. Driver/Mover & Packer shall be used interchangeably in this Contract.
- 2.7 **External Move:** Moves of materials where the process requires utilization of a truck to transport the goods from one location to another. External moves can be to different locations within the same city or to locations beyond County lines. Trucks utilized in this type of move must have an enclosed compartment which will protect materials being moved from water, road, grime, etc.
- 2.8 **Installer:** Contractor staff assigned to install and uninstall any prefabricated modular furniture. Contractor must have a current and valid D34 – Prefabricated Equipment Contractor Classification License with the CSLB. *Prevailing Wages may apply.*
- 2.9 **Internal Move:** Moves of materials where the entire process is conducted without utilization of a truck. Internal moves can be to different locations and/or floors within the same building, or to different buildings that share common grounds. A dispatch charge will be allowed for billing at the rate set forth in Attachment B.

- 2.10 **Mixed Moves:** A move that consists of transporting goods from one location to another location within the same building or different buildings that share common grounds and transporting goods to another location within the County of Orange or beyond. An example of this kind of move would be a department moving from 10th floor to the 3rd floor, and moving excess furniture to an offsite storage facility. Trucks utilized in this type of move must have an enclosed compartment which will protect materials being moved from water, road grime, etc.
- 2.11 **Modular Furniture:** Prefabricated products/equipment installed by contractor, includes but is not limited to all types of modular office, institutional or home improvement systems including, but not limited to all types of pre-finished and/or UL listed pre-wired wall panels.
- 2.12 **Mover:** Contractor staff assigned to moving modular furniture, free standing office furniture, boxes, and other miscellaneous office items. A mover shall also be part of the moving crew. Driver/Mover & Packer shall be used interchangeably in this contract.
- 2.13 **Moving Carts:** Equipment used to relocate shelving, books, office equipment, etc.
- 2.14 **Packer:** A person that packs boxes, especially someone who prepares and packs for transportation. A packer shall be also be part of the moving crew. Driver/Mover & Packer shall be used interchangeably in this contract.
- 2.15 **Project Manager:** A person in overall charge of the planning and execution of a project.
- 2.16 **Used boxes:** Boxes previously used with minimum writing, and wear and tear. These shall be delivered by Contractor only at the request of County Coordinator, at no cost to County, other than delivery and pick up fees. County shall make these boxes available for pickup, by Contractor at his discretion, within two (2) weeks after the completion of the move. Boxes shall be made from recyclable materials.
- 2.17 **Reconfiguration Services:** To change or re-arrange the elements or setting of current furniture configuration to meet the changing needs of the County Department. To change the shape of formation of existing furniture. Remodel or restructure existing furniture pieces.
- 2.18 **Specialty Projects:** Contractor staff assign is expected to perform duties with a high degree of understanding of the specific guidelines of the environment. This requires preparation and assessment of what is being requested to move, such as Fossils/Museums Pieces or Centers, Laboratory Facilities, Computer Data Centers, etc.).
- 2.19 **Supervisor:** Contractor assigned on-site project lead. Supervisor should be able to provide answers to any questions arising during the move, should have easy access to the main office, and be able to communicate in English.
- 2.20 **Vehicles:** Any truck, cargo van or vehicle used for transporting or moving purposes.
- 2.21 **Warehouse/Storage:** The safekeeping of goods in a depository or space available in a warehouse managed by Contractor. Action or method to store something for future use.
- 2.22 **Warehouseman (Storage):** A person who works or is responsible to manage a storage or warehouse facility, duties may include, but not limited to, moving goods, preserving goods and keeping inventory of items in the warehouse. Warehouseman shall only be used for inventory requests.
3. **CONTRACTOR RESPONSIBILITIES:**
- 3.1 **General Requirements**
- 3.1.1 Contractor shall provide moving services as requested by County.
- 3.1.2 Contractor shall perform moves as directed by County Coordinator.
- 3.1.3 Contractor must perform all Moving and Related Services per Cal-OSHA regulations, State, Federal, and all other applicable laws and regulations.
- 3.1.4 Contractor shall take all necessary steps to comply with all building codes, including, but not limited to all fire and safety codes.

- 3.1.5 Contractor shall be allowed to bill for one-hour, prior to the **Lead Mover** checks-in with the County Coordinator, to brief and prepare for the move and shall end when move is complete and area is clean and clear of packages, boxes, moving debris, etc.
- 3.1.6 If Contractor cannot complete all work specified in the project estimate for the estimated cost, Contractor shall immediately contact the County Coordinator. County will not pay any amount in excess of project estimate without advance written approval from the County.
- 3.1.7 Contractor shall provide a mechanism for reporting damages caused by mover's actions and for the replacement/repair of damaged items.
- 3.1.8 Contractor shall not handle and/or relocate/move County computers or copiers, unless requested by County Coordinator.
- 3.1.9 Contractor staff shall wear company logo shirt and be easily recognizable as the moving services contractor to the County.
- 3.1.10 Contractor shall be responsible to brief and prepare their crew staff on the project details prior to arriving to location.
- 3.1.11 Contractor shall leave a ticket slip or bill of lading to include, but not limited to, **(1)** Date of scheduled move, **(2)** Name of Department, **(3)** County Coordinator name and phone number, **(4)** List of Contractor's staff classification and corresponding number of total hours per each classification. **County reserves the right to have Contractor sign a separate sign-in sheet.**

3.2 **Pre-Move Assessment and Quotations**

- 3.2.1 Contractor shall evaluate all moves for requirements and provide a written estimate of the expected cost delineating the equipment, number of movers, and hours required to complete the move. Contractor shall provide a copy of the estimate to the designated County Coordinator and obtain County's written authorization/approval prior to proceeding with the move.
- 3.2.2 Any packing and/or unpacking that shall be done by the Contractor shall be determined and mutually agreed upon during the pre-move walk-through and included in the detailed work order.
- 3.2.3 Contractor is responsible for inspection of moving sites prior to providing an estimate of the move. Contractor shall provide moving inspections/job walks at no cost to County.
- 3.2.4 When moving includes moving of confidential records, Contractor must use a secured method, i.e., padlocked vehicle, etc. while transporting such materials. Contractor shall advise County Coordinator of the proposed method to be used and obtain County approval prior to the move. At no time shall vehicles transporting confidential records be left unattended.

3.3 **Equipment, Materials and Supplies**

- 3.3.1 Contractor shall provide all equipment necessary to perform both, internal and external, moves or any combination of internal and external moves where the distance between pick-up point and delivery point is less than fifty (50) miles.
- 3.3.2 Contractor shall furnish, erect and maintain all warning devices, i.e., barricades, cones, etc. as may be required to affect the move and ensure the safety of the public, and County and Contractor's workers.
- 3.3.3 Contractor shall provide vehicles in good working condition and in compliance with all federal, state, and local laws and regulations for operation.

- 3.3.4 Contractor shall provide all materials including blankets/pads, dollies and cargo dollies, necessary for move at no additional cost to County. Contractor is not required to provide consumable items such as new storage boxes and labels.
- 3.3.5 Contractor lead coordinator shall arrive at the moving site as scheduled and check-in with assign County Coordinator.
- 3.3.6 Contractor shall supply used boxes necessary for moves at no cost to County, other than delivery and pick up fees. Boxes emptied after a move shall be made available for pick-up by the Contractor within two (2) weeks after the move.
- 3.3.7 Contractor shall supply and bill for all new materials at the rates set forth in Attachment B. A delivery fee may apply when boxes are delivered in advanced. Boxes emptied after a move shall be made available for pick-up by the Contractor within two (2) weeks after the move.
- 3.3.8 Contractor retains the right not to pick-up used boxes, with appropriate notification to County. Contractor shall notify County and not charge the County for re-used-boxes, if Contractor has elected to not pick-up.
- 3.3.9 Contractor shall provide for continuous radio/cellular communication with its supervisors, lead mover, main office, and movers at the point of origin and the point of destination during each move to ensure timely and accurate dissemination of information to County regarding any delays. Contractor shall provide County Coordinator with all radio/cellular telephone numbers prior to beginning any work.
- 3.3.10 In the event of inclement weather, Contractor shall ensure that all County property is provided adequate protection.
- 3.3.11 Contractor will take whatever precautions are necessary to protect source locations, such as floors, floor coverings, walls, elevators, lobbies, loading docks, stairways, doors, and doorjamb, etc., from damage when operating hand trucks, dollies, rolling bins, weight-moving appliances, etc.
- 3.3.12 Contractor shall be responsible for any damages that occur during the provision of direct service resulting from a move. Contractor shall reimburse County in full for all/any damages.
- 3.3.13 Contractor must provide all equipment and materials necessary to perform installation services, including modular installations, reconfigurations, de-installations, breakdown and set-up of office furniture and transportation of modular office components built, and/or otherwise provided by modular furniture companies.
- 3.3.14 Delivery locations may not have a loading/receiving dock. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery of the Contract items at no additional cost to County. Inside delivery to secure facilities may be required.

3.4 **Personnel**

- 3.4.1 Contractor personnel shall be trained and licensed appropriately for the work performed. All work performed shall be in accordance with California State Health and Safety Codes and all other applicable laws. Fees associated with said licenses and permits are the sole responsibility of the Contractor.
- 3.4.2 Contractor personnel shall exercise extreme care when loading, transporting and unloading equipment and furniture.
- 3.4.3 Contractor is responsible for furnishing sufficient personnel to accomplish the work in the time indicated on their estimate. If work is not completed within that period of time and requires Contractor's payment of overtime, the County shall not be liable for

reimbursement of Contractor’s overtime charges unless prior written approval is obtained. In addition, overtime shall not accrue due to Contractor’s failure to provide personnel and equipment at the designated place and time.

- 3.4.4 Contractor shall provide all labor and supervision of staff to perform requested moves.
- 3.4.5 Contractor personnel shall have been brief and given the details of what the project entails when arrive to the project site and be prepared to execute the project with minimal direction from County, unless otherwise specified by County.
- 3.4.6 In no case where the Contractor has completed a pre-move assessment and provided a written estimate of said move will County pay additional costs exceeding 10% of the written estimate.
- 3.4.7 Contractor personnel shall stay and maintain perimeters within the area of require service and shall not explore other areas without approval by County coordinator.

4. HOURS OF OPERATIONS

4.1 Hours of Operations

- 4.1.1 Contractor shall maintain, at Contractor’s expense, a telephone answering system, which at a minimum, provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. and an e-mail address to place service requests/orders that is monitor from the hours of 8:00 a.m. to 5:00 p.m., as well as a contact name and number for after-hours service requests.

*Account Representative Name:	Anthony Grossman
Telephone No:	(562) 572-8427
Cell Phone No	(562) 483-7845
E-Mail Address:	agrossman@suddath.com
AFTER-HOURS CONTACT	
*After Hours Contact Name:	Anthony Grossman
After Hours Telephone No:	(562) 572-8427
After Hours E-Mail address:	agrossman@suddath.com

*Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 40-Notices.

- 4.1.2 Contractor shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Site Coordinator. Each Agency/Department may have different service needs due to facility organization and/or hours of operations, Contractor shall accommodate requests based on each Facility needs and hours of operation.

5. WAREHOUSE/STORAGE & INVENTORY SERVICES

5.1 Warehouse/Storage:

- 5.1.1 Contractor shall offer warehouse/storage only at the request of authorized County Personnel. Warehouse/storage charges shall be billed/invoiced at the rates set forth in Attachment B.
- 5.1.2 Contractor shall provide storage for any County owned property that needs to be stored due to various reasons, at the request of authorized County Personnel. Contractor shall be able to offer standard temperature or climate-controlled storage, if required by County for specific projects. Storage requests must be approved in writing by authorized County Coordinator.

5.1.3 Contractor shall either own or lease a warehouse and shall have access throughout the day. This warehouse facility must be separate from other tenants, secured and have the required fire sprinklers. This facility shall be for the storage of all County furniture or other goods at the request of County.

5.2 Inventory Services:

5.2.1 Contractor shall be required to provide an inventory list of items that are stored in Contractor's warehouse at the request of County Personnel, at the rate set forth in Attachment B.

5.2.2 Contractor shall bill for warehouse/storage inventory at the rates set on Attachment B, under Warehouseman hourly rates. Time shall start upon start of inventory and be rounded to the nearest 1/4 hour. No minimum hour billing shall be allowed for inventory count.

5.2.3 County may choose to participate during an inventory count at Contractor's warehouse facility as an observant if requested by authorized County personnel. Contractor shall designate a warehouseman to work and coordinate visit with County Coordinator. Time clock shall start when County Coordinator arrives at facility and end when leaving facility.

5.2.4 Contractor shall provide inventory list within three (3) business days of initial request by County Coordinator. County reserves the right to request for an updated inventory list as needed throughout the term of this Contract.

5.2.5 Contractor's inventory list shall include as minimum, but not be limited to: (1) Department Name, (2) Name and Phone Number of Requestor asking for Inventory, (3) Date of Storage, (4) Type of Storage (Vault, Pallet, Open Storage), (5) Name and phone number of person asking for Inventory, (6) Quantities for each item description, (7) Each item description in detail, including colors, sizes (measurements) and item materials, (8) Listing of any small miscellaneous items (connectors, fans, etc.), (9) Total number of calendar days in storage and (10) Storage address/location.

5.2.6 Contractor shall be responsible to retrieve inventory from storage at the request of County Coordinator. When inventory is requested by County Coordinator, Contractor shall pull items no later than three (3) business days from initial request, unless other arrangements are made with County Coordinator.

6. DESIGN AND RECONFIGURATION SERVICES

6.1 Design Services:

6.1.1 Contractor shall provide design services to re-arrange, reconfigure the elements or setting of existing County furniture configuration to meet the needs of the County.

6.1.2 Contractor shall bill for design services at the rates set forth in Attachment B. Design services shall be requested and approved in writing by authorized County Personnel. No minimum hour billing shall be allowed. Time will be rounded to the nearest 1/4 hour.

6.1.3 Contractor shall provide design plans to corresponding County Coordinator for review and approval, prior to starting any project.

6.1.4 Design services quotes shall be inclusive of all design, space and provide precise electrical needs and exact number of electrical circuits required for proper operation of electrical equipment to be used within the furniture. Additional design services may include, but not be limited to:

6.1.4.1 Space Plan conceptual modeling

6.1.4.2 Full building finish schedules to include paint schedules,

6.1.4.3 Wall finishes, including flooring, tile, carpeting, cove base, wall covering, and reflective ceiling plans etc.

6.1.4.4 Reconfiguration planning, moving management and technology planning.

6.1.5 Contractor shall coordinate all design services with each Department County Coordinator.

6.2 Reconfiguration Services:

6.2.1 Contractor shall provide reconfiguration services on existing furniture to the County at the request of County Coordinator. Reconfiguration work may involve de-installing and re-installing furniture on the same floor, between floors, or in different buildings.

6.2.2 Contractor shall conduct a field study for site measurements for Contractor shall have the ability to review drawings for completeness, accuracy and proper application of product. Review plans to determine quantity of each panel connection, hinge condition, two-way, three-way or four way connection.

6.2.3 Contractor shall perform reconfiguration services during regular business hours as requested per County Coordinator, unless other arrangements are made or required by County Coordinator.

6.2.4 Contractor and County shall coordinate and store and keep inventory of any excess furniture that has been left from a reconfiguration at either contractor's warehouse or another location determined by County.

6.2.5 Contractor shall be responsible for the removal and disposal of all packing material from County locations.

6.2.6 Contractor shall be solely responsible for all damages to the installed product, as well as any additional County property, which may incur damage as a result of installation services.

6.2.7 Contractor shall be responsible to coordinate delivery of product to new location and schedule with County Coordinator time of delivery and installation, to include:

6.2.7.1 Scheduling of dock Use (if needed)

6.2.7.2 Scheduling of elevator use (to minimize work schedules)

6.2.7.3 Selection of staging area for product.

6.2.7.4 Installation start and estimated completion date.

6.2.7.5 Number of personnel needed to perform project.

6.2.7.6 Total number of hours needed to complete job.

7. SPECIALTY MOVING SERVICES:

7.1 Contractor shall provide specialty moving services to each participating Department as requested by each County Department Coordinator.

7.2 Contractor shall coordinate and meet with each Department County Coordinator to discuss and assess specialty project.

7.3 An authorized County personnel shall contact Contractor to request a quote for any specialty moving services. Quotes shall be reviewed and approved by each County Coordinator.

7.4 Contractor shall provide quote for all specialty moving projects based on the rates set for the in Attachment B.

Quote Process:

7.4.1 Contractor shall provide a quote for specialty projects at the hourly rates set forth in Attachment B.

7.4.2 Contractor shall write detailed information on all quotes, minimum but not be limited to: (1) Department Name, (2) Quote/Estimate Number, (3) Quote Date (4) County employee full name requesting quote/estimate (5) Quantities of items, (6) Description of project, (7) Details description of what is required, (8) Estimated Time of Project for

each line item, (9) Pricing shall be listed as MSRP/List Price, minus percentage discount and net price for each item listed on quote, (10) Extended dollar amount (if applicable) (11) Taxes: Federal, State sales tax or any other fee as regulated by any government entity or committee, as applicable.

7.4.3 County Departments shall coordinate, process and approve quotes respectively. No further approval from CPO is required.

7.4.4 County Departments shall be responsible to submit a copy of the quote with invoice at the time of invoice payment.

7.5 Specialty services may require additional insurance, Contractor shall work individually with each County Department to provide additional insurance as required per project. If Contractor is unable to provide the additional insurance as required for the specific project quoted, County reserves the right to go outside this contract for those services. It is the responsibility of each County Department to obtain the additional insurance as required per project requested.

8. COUNTY RESPONSIBILITIES:

8.1 County shall appoint a County Coordinator for each moving project.

8.2 County shall be responsible for the handling and/or relocating/moving of computers and copiers, unless other arrangements are made by County Coordinator.

8.3 County shall be responsible for labeling boxes and packing all personal items.

8.4 County Coordinator shall provide Contractor with a timeline for the move and coordinate all aspects of the move, ensuring Contractor access and ease of movement from one location to the next.

8.5 County Coordinator shall provide written acceptance of written estimates prior to project start date.

8.6 County shall notify Contractor within two (2) weeks after the move, when boxes are emptied and ready for pick-up.

8.7 For reconfigurations projects, County shall render the job site clean, clear and free of debris prior to delivery and reconfiguration of furniture. Electricity, HVAC, and elevator services will be arranged and furnished without charge to the Contractor.

8.8 County Coordinator or designee will complete Contractor Performance Evaluation after each moving project and submit such evaluation to the County Procurement Office Contract Administrator. Refer to Exhibit 2

9. LIABILITY FOR LOSS AND DAMAGES:

9.1 Any damages by the Contractor to the County's facility including equipment, furniture, materials or other County property will be repaired or replaced by the Contractor to the satisfaction of the County at no cost to County. The County may, at its option, repair such damage and deduct the cost thereof from any sum due to Contractor under this Contract.

10. SECURITY REQUIREMENTS:

The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

10.1 Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the Contract

Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

- 10.2 Contractor shall prepare and submit a Security Clearance form to the Contract Coordinator for all persons who will be working on or who will need access to secured facilities.
- 10.3 Security Clearance forms shall be submitted at least five (5) business days prior to the start of work or prior to the use of any person subsequent to the start of work.
- 10.4 Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 10.5 No person shall be employed on this work who has not received prior clearance from the Probation Department and/or Sheriff's Department.
- 10.6 The County, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
- 10.7 The Contractor shall be responsible to sign in with the Contract Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- (a) Do not give names or addresses to internees.
- (b) Do not receive any names or addresses from internees.
- (c) Do not disclose the identity of any internee to anyone outside the facility.
- (d) Do not give any materials to internees.
- (e) Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

- 10.8 Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- 10.9 All vehicles parked on-site shall be locked and thoroughly secured at all times.

10.10 All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.

10.11 Personnel shall not smoke or use profanity or other inappropriate language while on-site.

10.12 Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

10.13 Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the Contract Coordinator unless otherwise directed and shall direct all inquiries or requests to the Contract Coordinator.

**ATTACHMENT B
COMPENSATION AND FEES**

I. COMPENSATION:

This is a fixed hourly rate contract between County and Contractor for **Moving and Related Services** as provided in Attachment A, Scope of Work. 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. County shall have no obligation to pay any sum in excess of total Contract amount or the fixed fee price specified unless authorized by an amendment in accordance with paragraphs C and R of the County's General Terms and Conditions.

II. FEES:

PERSONNEL, VEHICLE EQUIPMENT & MATERIALS:

1. PERSONNEL:

- 1.1. All personnel prices must be inclusive of all costs for labor, overhead, profits, tools, moving equipment (blankets, pads, dolly, shrink-wrap, tape, etc.), and all other costs associated with providing the services described herein. See clarification on the following positions:
 - 1.1.1. Warehouseman shall bill straight hours; time will be rounded to the nearest ¼ hour. No minimum hours shall apply.
 - 1.1.2. Only one-driver shall be assigned per truck. Internal moves shall not bill for vehicle.
 - 1.1.3. Contractor must maintain a valid D34 License with the Contractors State License Board for Prefabricated Equipment. **Prevailing Wage may be applicable to Modular Furniture Installer.**
 - 1.1.4. A Project Manager shall be assigned to a project only at the request of the County.
 - 1.1.5. Design services shall be bill when reconfiguration services are required. Must be approved in writing by County Coordinator.
- 1.2. Contractor shall be allowed to bill 1-hour before check-in with County coordinator to brief & prepare for the move; moving crew shall be ready to go when arrived at location. Thereafter, time will be rounded to the nearest 1/4 hour.

Item No	Classification	Rate	Regular Hours	After Hours*	Weekend/Holiday*
			Monday-Friday 8 AM to 5 PM (PT)	Monday-Friday 5:01 pm-7:59 am (PT)	All Day (PT)
001	Driver	Hourly	\$38.00	\$47.50	\$55.00
001	Mover/Packer	Hourly	\$29.00	\$35.00	\$40.00
002	Installer Non-Prevailing Wage	Hourly	\$37.00	\$44.00	\$50.00
002	Installer Prevailing Wage	Hourly	\$49.56	\$74.34	\$99.12
003	Project Manager	Hourly	\$52.00	\$63.00	\$71.00
004	Supervisor	Hourly	\$39.00	\$45.00	\$54.00
005	Warehouseman	Hourly	\$28.00	\$35.00	\$40.00
006	Design Services	Hourly	\$55.00	\$65.00	\$75.00

***Holiday/Overtime Definition:** Overtime is described as over 40 hours per week (County work week as defined by County). Overtime rates will only be paid with prior approval by the County. Ten (10) hours per day, four (4) days per week will be normal time if the Contractor is notified at time of placement that 4-10's are the normal hours. Overtime will not be paid for holidays unless forty (40) consecutive hours have previously been worked.

Holidays Observed by County: Contractor is responsible to verify County observed holidays.

New Year's Day	Martin Luther King Day	Presidents' Day
Lincoln's Birthday	Memorial Day	July 4 th
Columbus Day	Labor Day	Veterans Day
Thanksgiving & Day After Thanksgiving	Christmas	

2. VEHICLE EQUIPMENT

- 2.1. Vehicle price must include all vehicle related expenses, including mileage, fuel & fuel surcharge.
- 2.2. Contractor shall provide the applicable type and size of vehicle necessary to perform each project and must receive written consent by the requesting agency prior to the start of project.
- 2.3. Contractor shall not provide two smaller vehicles (and charge extra) when one large vehicle would be more appropriate or vice versa. When internal move projects are conducted, Contractor will not bill truck rate.

Item No	Description	U/M Description	Rates
001	Packed/Cargo Van (Including mileage, fuel & fuel surcharge)	4 Hours or Less	\$75.00
		Full Day	\$150.00
002	12' Truck (Including mileage, fuel & fuel surcharge)	4 Hours or Less	\$75.00
		Full Day	\$150.00
003	16' Truck (Including mileage, fuel & fuel surcharge)	4 Hours or Less	\$75.00
		Full Day	\$150.00
004	24' Truck (Including mileage, fuel & fuel surcharge)	4 Hours or Less	\$85.00
		Full Day	\$150.00

3. MATERIALS

3.1. Boxes:

Contractor will maintain an adequate supply of boxes whenever estimating jobs. Pricing below shall be per unit "Each". All boxes used for moves shall be made from recyclable materials.

Item No	Box Dimension in Inches	U/M	Rate
001	17 x 12.5 x 12.5	Each	\$2.00
002	15 x 13 x 13	Each	\$2.50
003	22 x 12.5 x 12.5	Each	\$3.50
004	18 x 18 x 16	Each	\$3.50
005	18 x 18 x 30	Each	\$10.00
006	Auto-Bottom cartons - Standard (No Tape required)	Each	\$2.50
007	Labels	Pack	\$15.00

Used Boxes shall be available for County use at the request of County at no additional cost. Delivery & Pick Up fees may apply for delivery of used boxes.

3.2. **Carts:**

Contractor must have an adequate supply of carts to relocate books, equipment and materials whenever estimating moving projects. Projects utilizing 100+ carts may also be requested, and may be needed approximately 10% of the time throughout the Contract period.

Contractor shall not charge County for carts used by Contractor during moving projects.

Item No	Item Description	U/M	Rental Fee*
001	3 Shelf (or comparable)	Per Day	\$1.50
002	6 Sided (or comparable)	Per Day	\$2.00

*Cart Rental Fee is only applicable after Contractor has completed moving project and County needs to maintain carts to unload County property overnight.

3.3. **Delivery & Pick Up Fees of materials:**

Contractor must have an adequate supply of new materials to be delivered in preparation of a moving project at the request of County Coordinator. Contractor shall bill delivery and/or pick-up (separately) of materials or rental of equipment at the rate set below:

Item No	Description	*Flat Rate
001	Delivery	\$75.00
002	Pick-Up	\$75.00

*Contractor shall only bill “delivery & pick-up fees” for used or new boxes delivery when a move is projected on a different day than scheduled moving date and boxes are required to be delivered in advanced for packing.

3.4. **Dispatch Charge:**

Item No	Description	*Flat Rate
001	Dispatch Charge	\$31.00

*Contractor shall be allowed to bill a one-time “dispatch charge” for any internal move where a vehicle is **not** required.

CATEGORY B: STORAGE1. **STORAGE:**

- 1.1. In some instances, Contractor shall be required to offer off-site storage at the request of Department County Coordinators. Contractor shall bill for storage at the rates set forth below.
- 1.2. In addition, Contractor shall be required to provide inventory lists at the request of County Departments.

Item No	Storage Description	Monthly rate
001	Vault (6' X 7' X 7' containers)	\$45.00
002	Pallet Storage (42" x 48" or 48" x 48") – 4' High Max	\$15.00
003	Overflow/Open Storage (Per square foot)	\$1.20

CATEGORY C: SPECIALTY MOVING SERVICES1. **SPECIALTY MOVING SERVICES**

- 1.1. Contractor shall be able to provide specialty moving services at the request of the Department County Coordinator. These services shall be performed with a high degree of understanding of the specific handling guidelines of that particular request.

- 1.2. Specialty Moving Services will require preparation and assessment of what is being requested to move, such as Fossils Pieces, Museum Centers, Laboratory Facilities, Computer Data Centers, etc.
- 1.3. Contractor shall provide quotes for all projects under “Specialty Moving Services” based on the rates set for the in Attachment B. For more details, please refer to Attachment A – Scope of Work.
- 1.4. In addition, Contractor understands specialty moving services may require additional insurance requirements based on the requested service and specific guidelines. Contractor shall provide the additional insurance as requested by County for the specialty moving service as required.

Item No	Classification	Rate	Regular Hours	After Hours*	Weekend/Holiday*
			Monday - Friday 8 AM to 5 PM (PT)	Monday - Friday 5:01 pm-7:59 am (PT)	All Day (PT)
001	Specialty Staff	Hourly	\$50.00	\$75.00	\$100.00

***Holiday/Overtime Definition:** Overtime is described as over 40 hours per week (County work week as defined by County). Overtime rates will only be paid with prior approval by the County. Ten (10) hours per day, four (4) days per week will be normal time if the Contractor is notified at time of placement that 4-10's are the normal hours. Overtime will not be paid for holidays unless forty (40) consecutive hours have previously been worked.

- 1.5. Below is the list equipment and materials that may be utilized, but not limited to, for “Specialty Moving Services”, such as Fossil Pieces, Museum Centers, Laboratory Facilities, Computer Data Centers, etc.

Item No	Specialty Moving Services Equipment & Materials Description	UOM	Rate
001	Comp-U-Wraps	Each	\$2.50
002	Speed Packs	Each	\$30.00
003	Bubble Wrap – 250’ Clear Roll	Roll	\$100.00
004	Stretch Wrap	Roll	\$20.00
005	Forklift	Per Day/Variable	\$350.00

CATEGORY D – INSURANCE

1. Released Value Insurance

State normal liability limits (without the purchase of any additional full coverage).

Item No	Item Description	U/M	Rate
001	Released Value Insurance	Per Pound, Per Article	\$ 0.60

NOTE: Specialty moving services will not be covered under this insurance for reimbursement. Any project(s) quoted under “Specialty Moving Services” will be covered under the additional insurance required at the time of service.

**ATTACHMENT C
INVOICING, PAYMENT PROCESS AND TERMS**

I. INVOICE/PAYMENT INSTRUCTIONS:

1. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Invoices must be submitted to address indicated on the Subordinate Contract created by the individual agency/department. The invoice must have a unique number and must include the following information:
 - a) Contractor's name and address;
 - b) Contractor's remittance address;
 - c) Contractor's Federal Tax I.D. Number;
 - d) Name of County Agency/Department serviced;
 - e) Service address;
 - f) Contract Number (MA) or respective "Subordinate" Contract Number for each Agency.
 - g) Date of services rendered;
 - h) Service description, including number of hours or fraction thereof.
 - i) Copy of any materials purchase invoices plus percentage mark-up (attached invoice)
 - j) Sales Tax, if applicable
 - k) Total

Invoices shall cover services not previously invoiced and submitted coincidentally with Contractor's payroll period. Payments made by the County shall not preclude the right of County from thereafter disputing any items or services involved or billed under the Subordinate Contracts, and shall not be construed as acceptance of any part of the services.

Invoices shall itemize all fees, including hourly rates, materials, emergency/urgent flat rate fees and any/all other applicable fees or Federal, State Tax and/or any other applicable tax and fees as separate line items when invoicing. A copy of the work order slip or proof of work may be required.

II. PAYMENT TERMS:

1. The Invoice is to be submitted in arrears to the user agency/department to the bill to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.
2. Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.
3. Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

III. 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 made 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. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the agency/department representative listed in the Contract.