



**Bid Preparation / Submittal Checklist**

- All required bidder information on page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
- Note that erasures, overwrites and the use of correction tape or fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions (Page 3).
- Any categories bid on the Quotation Schedule, pages ten (10) through nineteen (19) are bid 100% complete.
- Note any prompt payment discounts available on the Quotation Schedule, pages nineteen (19).
- All requirements of Invitation to Bid have been met.
- Copy of P.U.C. license and/or Motor Carrier Permit issued by DMV is attached to page twenty (20).
- Copy of Contractors' State License Class C-61/D34 – Prefabricated Equipment Contractor License is attached to page twenty-one (21).

**(The remainder of this page intentionally left blank.)**

**General Terms and Conditions:**

*Instructions to Bidders:*

- (1) Bidders are responsible to see that the bid is received in the Procurement & Contracts Division of the Chief Administrative Office prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures, overwrites and use of correction fluid or tape are **NOT** acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.
- (4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.
- (6) Alternate or incomplete bids will **NOT** be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) Bid modifications, corrections, or additions received beyond the bid deadline will **NOT** be considered.
- (10) Telephone, facsimile, or emailed bids will **NOT** be accepted.
- (11) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (12) Any alteration to the Invitation to Bid must be added in addenda form, and must be issued by the County Purchasing Agent.
- (13) Protest Procedure: Award of bid will be published on the County's website:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

*Guarantees:*

- (1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

*Taxes:*

- (1) Bidders shall **NOT** include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable taxes and fees will be added when the purchase order is issued.

*Samples:*

- (1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

*Bonds:*

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

*Award:*

- (1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidders.
- (2) In determining the successful bidders, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of EL Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800 for further information.

- (4) The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (5) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (6) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (7) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

**Services to be Provided:**

1. The Awarded Bidders will furnish personnel and equipment on an “on call” basis for moving services and modular furniture disassembly, inventory, removal, and reinstallation services for various County facilities throughout El Dorado County.
2. Bidders must comply with Motor Carrier Property Format Act Section 34600 et seq. and/or be P.U.C. licensed carriers and must provide a copy of all required licenses with the Bid Response (attach to page 20).
3. Bidder must comply with Contractors’ State License Law (Business and Professions Code Sections 7000, et seq.) possesses a Class C-61 / D34 – Prefabricated Equipment Contractor License that is in good standing. A copy of this license will be provided with the Bid Response (attach to page 21).
4. The Awarded Bidders must employ all drivers as employees who are covered by Worker’s Compensation insurance and subject to the Federal Motor Carrier Safety Administration’s (FMCSA) alcohol and drug testing rules for drivers who possess commercial driver’s licenses. If the vehicle being used for moving services requires a Class “A” commercial California driver’s license, the driver’s license must be in good standing, in accordance with the California Vehicle Code and in compliance with all federal regulations. Proof of license in good standing and an employee roster **will be required prior to award**. Such proof must be provided within eight (8-days) days of the request.
5. The Awarded Bidders may be required to tour the building or rooms involved to familiarize themselves with the scope of work and the limitations of the facilities prior to beginning the work.
6. The County reserves the right to request a quote for the cost of each move and/or modular furniture disassembly, inventory, removal, and reinstallation service.

7. Floors, walls, the ceilings of buildings, and elevators shall be adequately protected by Awarded Bidders. Awarded Bidders shall take every precaution to protect all public and provide property. Any damages caused by the Awarded Bidders' personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be solely the responsibility of the Awarded Bidders and will be replaced or repaired in a timely manner and at actual market value.
8. All equipment, furnishings and records shall be adequately protected at all times, by use of blankets or other protective material. In the event of inclement weather, all equipment, furnishings and records will be protected accordingly.
9. The contents of desk and table drawers, supply cabinets, shelf units and bookcases will be removed and packed by County employees. File cabinets shall be moved in an upright position.
10. Awarded Bidders shall bill on a "portal-to-portal" basis, with travel time capped at one (1) hour for each direction.
11. Awarded Bidders shall bill to the nearest 1/4<sup>th</sup> (one-quarter) of an hour.
12. All services shall comply with current California State Division of Industrial Safety Orders and O.S.H.A.
13. The Awarded Bidders will be required to enter into an Agreement for Services and comply with the insurance requirements (Article XVII on pages twenty-six (26) and twenty-seven (27)) as stated in the attached "**Sample Agreement**". The successful bidder must provide all documentation requested, including insurance certificates meeting all County requirements, prior to execution of a contract for services. Failure to comply will result in loss of bid and award to the next lowest bidder.

**Incomplete and Altered Bids:** Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

**Terms and Conditions:** The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

**County's Rights:** The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County

**Pricing:** Bid prices shall remain firm for the awarded thirty-six month (36-month) period. In case of default by the awarded vendor, the County may procure the product and services from another source and may recover the loss by legal process. Please refer to the "General Terms and Conditions," under "Award" Item #7 (page 5).

**Federal, State, and Local Laws:** The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

**Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate.

It is not a requirement to possess a County business license at the time of bid submittal. Successful bidders may be required to possess a County business license to award bid.

**Compliance:** Late, incomplete, incorrect deliveries or excessive back orders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded blanket purchase order and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**Invoices and Payment Terms:** Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number; County stock numbers when applicable; product description; and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net thirty-day (30-day) basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

**El Dorado County Web Site Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning addenda as required will not be considered and will be rejected as “non-responsive.”

**Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

**Addenda:** Addenda to this bid are valid only if in writing and issued by the Procurement & Contracts Division and are required to be acknowledged and returned by participating bidders in order for the bidder to be considered further in the evaluation process. Unless otherwise indicated, those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as “non-responsive.”

**Non-Collusion:** The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**Conflict of Interest:** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

**Evaluation:** Bids will be evaluated based on meeting or exceeding minimum specifications. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to net thirty (30) days. Evaluation will be weighted 80% on labor rates and 20% on supplies.

**Award:** The bid award will be recommended by category to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: (a) Ability to perform the service required within the specified time; (b) Reputation, judgment and experience; (c) The quality of performance in previous contracts; (d) Previous compliance with laws as well as employment practices; (e) Financial ability to perform the contract; (f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; (g) Ability to provide maintenance and service; (h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; (i) The resale value and life cycle costs of the items; and (j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

**Questions:** Questions regarding this Bid may be emailed to: linda.smith@edcgov.us

**Questions must be received by 5:00 p.m. on November 6, 2015.** All questions deemed relevant will be addressed by issuance of an Addendum to this Bid and will be posted on our website on or about **November 13, 2015.**

<http://edcapps.edcgov.us/contracts/invite.asp>

**Bid Submittal:** *All bidders are advised to read the General Terms and Conditions starting on Page three (3) through five (5) of this Invitation to Bid prior to submitting a bid.*

Bids must be submitted in a sealed container or envelope clearly marked on the outside:

**“BID # 16-961-032, MAILROOM DO NOT OPEN”**

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by **3:00 p.m., November 20, 2015:**

**Mailing/Physical (Fed Ex, UPS etc.)**  
EL DORADO COUNTY  
PROCUREMENT & CONTRACTS (PURCHASING)  
360 FAIR LANE  
PLACERVILLE, CA 95667

It is the responsibility of the bidder to assure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Terms and Conditions of this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the General Terms and Conditions and all terms and conditions contained in this Invitation to Bid.

**Bid Results:** The Procurement and Contracts Division does not mail out hard copy letters advising participating bidders of the bid results. For bid results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

Bid results will be posted approximately ten (10) to fourteen (14) business days after the bid opening deadline date or when the evaluation is complete.

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**QUOTATION SCHEDULE**

**CATEGORY I: WEST SLOPE**

Bidders may bid on any or all Categories; however, bidders must bid 100% of the items in any category on which they choose to bid, with the exception of items labeled “Optional.”

**Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Non-Prevailing Wage Rate Projects (projects with a cost of less than \$1,000.00):**

Bid Item	Description	Hourly Rate
01	Installer – Straight Time	
02	Installer – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>		

**Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Prevailing Wage Rate Projects (projects with a cost of greater than \$1,000.00):**

Bid Item	Description	Hourly Rate
03	Installer – Straight Time	
04	Installer – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>		

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**QUOTATION SCHEDULE**

**CATEGORY I: WEST SLOPE**

(Continued)

**Moving Services:**

<b>Bid Item</b>	<b>Description</b>	<b>Hourly Rate</b>
05	Vehicle and Driver/Mover – Straight Time	
06	Vehicle and Driver/Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
07	Vehicle and Driver/Mover plus Additional Mover – Straight Time	
08	Vehicle and Driver/Mover plus Additional Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
09	Each Additional Mover – Straight Time	
10	Each Additional Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>		

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**QUOTATION SCHEDULE**

**CATEGORY I: WEST SLOPE**

(Continued)

**Packing Materials:**

Bid Item #	Description	Price		
		Each	Roll	Pound
11	2" Plastic Tape			
12	1.5 Cubic Foot Auto Fold Carton			
13	3.0 Cubic Foot Carton			
14	4.5 Cubic Foot Carton			
15	Anti-Static Bubble Wrap			
16	Bubble Wrap			
17	Computer Keyboard Ziploc Bags			
18	Dish Pack Carton			
19	EZ Anchor/Wall Molly			
20	Flat Screen Computer Monitor Covers			
21	Flat Screen TV Carton			
22	Lamp Carton			
23	Paper Pad			
24	Mirror/Picture Carton			
25	Shrink Wrap			
26	Unprinted Newspaper			
27	Wardrobe Carton			
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>				

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**QUOTATION SCHEDULE**

**CATEGORY I: WEST SLOPE**

(Continued)

**Note:** Moving equipment rental rates will only apply on equipment that is delivered to the County prior to a move for use by the County for packing or other purposes or if the equipment is left onsite after the completion of a move at the request of the County.

**Moving Equipment Rental Rate:**

Bid Item #	Description	Price		
		Day	Week	Month
28	4 Wheel Dolly			
29	Blankets			
30	Book/File Cart			
31	Flat Screen TV Carton			
32	Machine Cart			
33	Panel Cart			
34	Plastic Move Tote			
35	Speed Pack			
36	Storage Trailer Indicate Size: _____			
37	Temperature Controlled Storage Trailer Indicate Size: _____			
39	Wood Tub			
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>				

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**QUOTATION SCHEDULE**

**CATEGORY I: WEST SLOPE**

(Continued)

**Optional Rental Rate:**

Bid Item #	Description	Price	
		Week	Month
39	Off-Site Temporary Storage Indicate Size: _____		
40	Off-Site Temperature Controlled Storage Indicate Size: _____		
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>			

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**QUOTATION SCHEDULE**

**CATEGORY II: EAST SLOPE**

Bidders may bid on any or all Categories; however, bidders must bid 100% of the items in any category on which they choose to bid, with the exception of items labeled “Optional.”

**Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Non-Prevailing Wage Rate Projects (projects with a cost of less than \$1,000.00):**

<b>Bid Item</b>	<b>Description</b>	<b>Hourly Rate</b>
01	Installer – Straight Time	
02	Installer – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>		

**Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Prevailing Wage Rate Projects (projects with a cost of greater than \$1,000.00):**

<b>Bid Item</b>	<b>Description</b>	<b>Hourly Rate</b>
03	Installer – Straight Time	
04	Installer – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>		

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**QUOTATION SCHEDULE**

**CATEGORY II: EAST SLOPE**

(Continued)

**Moving Services:**

<b>Bid Item</b>	<b>Description</b>	<b>Hourly Rate</b>
05	Vehicle and Driver/Mover – Straight Time	
06	Vehicle and Driver/Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
07	Vehicle and Driver/Mover plus Additional Mover – Straight Time	
08	Vehicle and Driver/Mover plus Additional Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
09	Each Additional Mover – Straight Time	
10	Each Additional Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>		

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**QUOTATION SCHEDULE**

**CATEGORY II: EAST SLOPE**

(Continued)

**Packing Materials:**

Bid Item #	Description	Price		
		Each	Roll	Pound
11	2" Plastic Tape			
12	1.5 Cubic Foot Auto Fold Carton			
13	3.0 Cubic Foot Carton			
14	4.5 Cubic Foot Carton			
15	Anti-Static Bubble Wrap			
16	Bubble Wrap			
17	Computer Keyboard Ziploc Bags			
18	Dish Pack Carton			
19	EZ Anchor/Wall Molly			
20	Flat Screen Computer Monitor Covers			
21	Flat Screen TV Carton			
22	Lamp Carton			
23	Paper Pad			
24	Mirror/Picture Carton			
25	Shrink Wrap			
26	Unprinted Newspaper			
27	Wardrobe Carton			
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>				

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**QUOTATION SCHEDULE**

**CATEGORY II: EAST SLOPE**

(Continued)

**Note:** Moving equipment rental rates will only apply on equipment that is delivered to the County prior to a move for use by the County for packing or other purposes or if the equipment is left onsite after the completion of a move at the request of the County.

**Moving Equipment Rental Rate:**

Bid Item #	Description	Price		
		Day	Week	Month
28	4 Wheel Dolly			
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32	Machine Cart			
33	Panel Cart			
34	Plastic Move Tote			
35	Speed Pack			
36	Storage Trailer Indicate Size: _____			
37	Temperature Controlled Storage Trailer Indicate Size: _____			
38	Wood Tub			
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>				

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**QUOTATION SCHEDULE**

**CATEGORY II: EAST SLOPE**

(Continued)

**Optional Rental Rate:**

Bid Item #	Description	Price	
		Week	Month
39	Off-Site Temporary Storage Indicate Size: _____		
40	Off-Site Temperature Controlled Storage Indicate Size: _____		
<b>Erasures, overwrites, and use of correction fluid/tape are NOT acceptable. Refer to #3 of the General Conditions for specific instructions.</b>			

**Indicate percentage discount for prompt payment.**

***Note: Number of Days Less than 20 will be considered as NET by the County)***

\_\_\_\_\_ % Discount if paid within \_\_\_\_\_ days invoice date

**Indicate "Net" if no Prompt Payment Discount Terms are offered**

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**Copy of DMV Motor Carrier Permit and/or P.U.C. License**

**Copy of Contractors' State License Class C-61 / D34 –  
Prefabricated Equipment Contractor License**

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**SAMPLE AGREEMENT**

AGREEMENT FOR SERVICES # \_\_\_\_ - \_\_\_\_\_

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and \_\_\_\_\_, a \_\_\_\_\_, duly qualified to conduct business in the State of California, whose principal place of business is \_\_\_\_\_, and whose Agent for Service of Process is *Company name, physical address* (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide moving services and modular furniture disassembly, inventory, removal, and reinstallation services on an "as requested" basis for the County facilities both on the East Slope and West Slope of El Dorado County; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide moving services and modular furniture disassembly, inventory, removal, and reinstallation services on an "as requested" basis for the County facilities both on the East Slope and West Slope of El Dorado County. The design, purchase, installation of **NEW** Maxon systems furniture is handled under separate contract. All departmental requests for services provided pursuant to this Agreement shall be coordinated with the Chief Administrative Office, Facilities Division, and approved by the individual requesting department prior to the placement of any orders for services. Contractor agrees to provide a firm quote inclusive of available County inventory, design, and installation costs prior to the issuance of any resulting purchase order. Proposed timelines for all work to be performed shall be approved by the requesting department prior to issuance of any order.

Contractor must employ all drivers as employees who are covered by Worker's Compensation insurance and subject to the Federal Motor Carrier Safety Administration's (FMCSA) alcohol and drug testing rules for drivers who possess commercial driver's licenses. If the vehicle being used for moving services requires a Class "A" commercial California driver's license, the driver's license must be in good standing, in accordance with the California Vehicle Code and in compliance with all federal regulations.

All services shall comply with current California State Division of Industrial Safety Orders and O.S.H.A.

Floors, walls, the ceilings of buildings, and elevators shall be adequately protected by Contractor. Contractor shall take every precaution to protect all public and provide property. Any damages caused by the Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be solely the responsibility of the Contractor and will be replaced or repaired in a timely manner and at actual market value.

All equipment, furnishings and records shall be adequately protected at all times, by use of blankets or other protective material. In the event of inclement weather, all equipment, furnishings and records will be protected accordingly.

The contents of desk and table drawers, supply cabinets, shelf units and bookcases will be removed and packed by County employees. File cabinets shall be moved in an upright position.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the term of January 1, 2016 through December 31, 2019.

## ARTICLE III

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment monthly in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes of this Agreement, the billing rate shall be billed in accordance with Exhibit "A" marked "Fee Schedule", incorporated herein and made by reference a part hereof. Only permanent employees of Contractor are to be utilized unless prior written approval is granted by the County for the use of subcontractors.

Contractor shall bill on a "portal-to-portal" basis, with travel time capped at one (1) hour for each direction.

Total amount of this Agreement shall not exceed \_\_\_\_\_.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, CA 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XXIII, Default – Termination, and Cancellation**.

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Prevailing Wage:** County requires Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of the Chief Administrative Office, Facilities Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

#### **ARTICLE VI**

**Apprentices:** Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this contract. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### ARTICLE VII

**Certified Payroll:** As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

#### ARTICLE VIII

**Contractor Registration:** In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations Section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

**ARTICLE IX**

**Project Manager:** The Project Manager assigned to all projects on behalf of the Contractor is \_\_\_\_\_. Contractor agrees that the Project Manager will be available and supervise all on-site installation projects, and provide any necessary technical and sales assistance as may be required at no additional cost to the County. Contractor will notify the Contract Administrator of any substitution in the Contractor's assigned Project Manager, and such substitution shall be approved by the County prior to the commencement of any work performed.

**ARTICLE X**

**HIPPA Compliance:** As a condition of Contractor performing services for the County, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "B", incorporated herein and made by reference a part hereof.

**ARTICLE XI**

**Records Examination and Audit Requirements:** Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the various aspects of the Contract. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

**ARTICLE XII**

**Payment of all Federal, State or City Taxes:** Any federal, state or city tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

**ARTICLE XIII**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all federal, state and local building, labor, environmental and safety laws, ordinances, rules and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

**ARTICLE XIV**

**Reporting Accidents:** Contractor shall prepare and submit to County (within 24 hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

**ARTICLE XV**

**Workers' Compensation:** Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**ARTICLE XVI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE XVII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

**ARTICLE XVIII**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Facilities Division for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

**ARTICLE XIX**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

**ARTICLE XX**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

**ARTICLE XXI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**ARTICLE XXII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**ARTICLE XXIII**

**Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within

ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

#### ARTICLE XXIV

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite One  
Placerville, CA 95667  
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

(COMPANY NAME)  
(Address)  
(City, State, Zip)  
ATTN: (Name), (Title)

or to such other location as the Contractor directs.

#### **ARTICLE XXV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXVI**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XXVII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XXVIII**

**Licenses:** Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class C-61 / D34 – Prefabricated Equipment Contractor License as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXIX**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXX**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

### ARTICLE XXXI

#### Guarantees:

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### ARTICLE XXXII

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### ARTICLE XXXIII

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

### ARTICLE XXXIV

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such

business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XXXV**

##### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXXVI**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXXVII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

**ARTICLE XXXVII**

**Resolution of Claims:** Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Contract shall be governed by the provisions of those sections.

**ARTICLE XXXIX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

**ARTICLE XL**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XLI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XLII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XLIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XLIV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

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**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Russell Fackrell  
Facilities Manager  
Chief Administrative Officer

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Larry T. Combs  
Chief Administrative Officer

Dated: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Chair**  
Board of Supervisors

ATTEST:

James S. Mitrison

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

By: \_\_\_\_\_  
Name  
Title  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Secretary

Dated: \_\_\_\_\_

**Exhibit “A” – “Fee Schedule”**  
(To Sample Agreement)

**Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Non-Prevailing Wage Rate Projects (projects with a cost of less than \$1,000.00):**

Description	Hourly Rate*
Installer – Straight Time	
Installer – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	

**Modular Furniture: Disassembly, Inventory, Removal, and Reinstallation Services for Non-Prevailing Wage Rate Projects (projects with a cost of greater than \$1,000.00):**

Description	Hourly Rate*
Installer – Straight Time	
Installer – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	

**Moving Services:**

Description	Hourly Rate*
Vehicle and Driver/Mover – Straight Time	
Vehicle and Driver/Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
Vehicle and Driver/Mover plus Additional Mover – Straight Time	
Vehicle and Driver/Mover plus Additional Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	
Each Additional Mover – Straight Time	
Each Additional Mover – Overtime after 8 hours, Saturday, Sunday, and County Recognized Holidays	

**\*Contractor shall bill to the nearest 1/4th (one-quarter) of an hour.**

**Exhibit “A” – “Fee Schedule”**  
(To Sample Agreement)  
(Continued)

**Packing Materials:**

Description	Price		
	Each	Roll	Pound
2" Plastic Tape			
1.5 Cubic Foot Auto Fold Carton			
3.0 Cubic Foot Carton			
4.5 Cubic Foot Carton			
Anti-Static Bubble Wrap			
Bubble Wrap			
Computer Keyboard Ziploc Bags			
Dish Pack Carton			
EZ Anchor/Wall Molly			
Flat Screen Computer Monitor Covers			
Flat Screen TV Carton			
Lamp Carton			
Paper Pad			
Mirror/Picture Carton			
Shrink Wrap			
Unprinted Newspaper			
Wardrobe Carton			

**Exhibit “A” – “Fee Schedule”**  
(To Sample Agreement)  
(Continued)

**Moving Equipment Rental Rate:**

Description	Price		
	Day	Week	Month
4 Wheel Dolly			
Blankets			
Book/File Cart			
Flat Screen TV Carton			
Machine Cart			
Panel Cart			
Plastic Move Tote			
Speed Pack			
Storage Trailer Indicate Size: _____			
Temperature Controlled Storage Trailer Indicate Size: _____			
Wood Tub			

**Note:** Moving equipment rental rates will only apply on equipment that is delivered to the County prior to a move for use by the County for packing or other purposes or if the equipment is left onsite after the completion of a move at the request of the County.

**Optional Rental Rate:**

Description	Price	
	Week	Month
Off-Site Temporary Storage Indicate Size: _____		
Off-Site Temperature Controlled Storage Indicate Size: _____		

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**EXHIBIT “B” – “HIPAA Business Associate Agreement”**  
(To Sample Agreement)

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

**RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”)) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions:** Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI:

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law.
  - (3) Disclose PHI as necessary for BA's operations only if:
    - (a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
      - (i) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
      - (ii) The third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
  - (4) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
  - (5) Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (6) De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA: In connection with its use of PHI disclosed by County to BA, BA agrees to:
- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
  - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting: BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
  - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment,

payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

(2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County:

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination:

A. Term: This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is

destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- B. Termination for Cause: Upon the County’s knowledge of a material breach by the BA, the County shall either:
- (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County; or
  - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination:
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity:

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively “County”) from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA’s performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such

action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- B. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- C. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- D. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
- 8. Amendment: The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- 9. Survival: The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- 10. Regulatory References: A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 11. Conflicts: Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.