

**COUNTYWIDE SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY
AND
POULOS MOVING SYSTEMS, INC.
RFP 10743 – COUNTYWIDE MOVING & RELOCATION SERVICES**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and: **POULOS MOVING SYSTEMS, INC.**, (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **EXHIBIT A SCOPE OF SERVICES**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: Countywide Moving & Relocation Services for the County of Monterey

2.0 TERM OF AGREEMENT.

2.01 The term of this Agreement will be for a period of three (3) years from **January 1, 2021 to December 31, 2023** with the option to extend the Agreement for two (2) additional one (1) year periods, for a cumulative not to exceed total term of five (5) years, unless sooner terminated pursuant to the terms of this Agreement.

2.02 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

2.03 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10743 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- **RFP #10743**
- **CONTRACTOR’S Proposal Package dated April 24, 2020.**

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay **CONTRACTOR** in accordance with the payment provisions set forth in **EXHIBIT B PRICING SHEET**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 Prices shall remain firm for the initial term of this Agreement.
 - 4.02.01 Negotiations for rate changes shall be commenced, by **CONTRACTOR**, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.02.02 Rate changes are not binding unless mutually agreed upon in writing by the County and **CONTRACTOR**.
- 4.03 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.04 Any discount offered by the **CONTRACTOR** must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.05 **CONTRACTOR** shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.06 Tax:
 - 4.06.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.06.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 PERFORMANCE STANDARDS.

- 5.01 **CONTRACTOR** warrants that **CONTRACTOR** and **CONTRACTOR**'s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 **CONTRACTOR**, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 **CONTRACTOR** shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. **CONTRACTOR** shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference **RFP #10743** on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
- County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.
(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement
- 9.4.2 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that**

such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 9.4.4 Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then

CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation

coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| | |
|--|---|
| FOR COUNTY: County of Monterey Contracts/Purchasing Dept. | FOR CONTRACTOR: Poulos Moving Systems, Inc. |
| Name and Title | Name and Title |
| 1488 Schilling Place Salinas, CA 93901 | 222 Commission St Salinas, CA. 93901 |
| Address | Address |
| (831)755-4990 | (831) 394-5000 |
| Phone | Phone |

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest.** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor.** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes.** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be

subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings.** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement.** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

16.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

16.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

16.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

POULOS MOVING SYSTEMS, INC.

By: _____
Contracts/Purchasing Officer

Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

By: _____
DocuSigned by:
Pete Poulos
(Signature of Chair, President, or Vice-President) *

Date: _____

Pete Poulos President

Approved as to Form¹

Name and Title

By: _____
DocuSigned by:
Marina Pantchenko
County Counsel

Date: _____
11/10/2020 | 12:31 PM PST

Date: _____
11/13/2020 | 2:17 PM PST

By: _____
DocuSigned by:
Pete Poulos
(Signature of Secretary, ASST. Secretary, CFO, Treasurer or Asst. Treasurer) *

Pete Poulos President

Approved as to Fiscal Provisions²

Name and Title

By: _____
DocuSigned by:
Gary Giboney
Auditor/Controller

Date: _____
11/12/2020 | 4:51 PM PST

Date: _____
11/13/2020 | 2:33 PM PST

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two managers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10743)

The qualifications and ability of the CONTRACTOR and staff to perform a relocation project is one of the key factors in the selection and award of each project.

- 5.1 **CONTRACTOR: Minimum Work Performance Percentage:** CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 **SCHEMATIC MOVE PLAN:**
- 5.2.1 CONTRACTOR shall be able to indicate the quantities of other equipment owned by its company that may be used for a relocation project (i.e., 4-wheel dollies, machine carts, etc.).
- 5.2.2 CONTRACTOR shall specify or describe methods recommended for handling office equipment, personal computers, computer file servers, library material, confidential file material, and similar sensitive items.
- 5.2.3 CONTRACTOR shall specify or describe, during the moves, how CONTRACTOR will handle communications between its staff separated at the origin and destination (floor to floor and building to building).
- 5.2.4 CONTRACTOR shall specify or describe how they will handle communications between its staff and a designated County point of contact.
- 5.2.5 CONTRACTOR shall describe procedures, policies, and methods in case of any claim for loss or damage to property or cargo in its care.
- 5.2.6 CONTRACTOR shall specify or describe what security measures its firm proposes to take during the moves.
- 5.2.7 CONTRACTOR shall include an overview of how they plan to perform a relocation effort. This overview must be submitted prior to the move commencing and the overview shall be limited to two (2) pages.
- 5.3 **STAFFING AND EQUIPMENT:**
- 5.3.1 CONTRACTOR shall provide trained staff and all necessary equipment to conduct an efficient, safe and timely move.
- 5.3.2 Should any employee of CONTRACTOR's be objectionable to the County for reasons of safety, conduct, or security, CONTRACTOR shall remove that individual from the job immediately upon request of the move coordinator. All charges by CONTRACTOR for services by that individual will cease when the person is removed from the project. CONTRACTOR shall incur all costs associated to replace any removed staff member.
- 5.3.3 CONTRACTOR shall designate a Project Manager for the full term of each project to coordinate planning activities and communications with the County or a designated staff member. CONTRACTOR shall also designate a full-time supervisor to coordinate the activities of each move event and each location. The Project Manager and Supervisor may be the same person as long as they are always on-site.
- 5.3.4 CONTRACTOR's entire staff shall be outfitted in a company uniform (if applicable) and shall wear a nametag when present at any of the County locations during the relocation process.

- 5.3.5 CONTRACTOR shall provide all of the equipment necessary to maintain communications between CONTRACTOR's own staff at origin and destination, as well as with a County designated move coordinator during each move.
- 5.3.6 All equipment provided for moving County property (dollies, carts, etc.) must have non-floor marking hard gray rubber or pneumatic wheels and must be free of grease and dirt. All equipment is subject to inspection prior to being placed in service. All carts used for transporting equipment, personal computers, and other sensitive items, are to be padded.
- 5.3.7 CONTRACTOR shall provide sufficient straps for restraining truckloads of sensitive equipment strapped to the walls of their vehicles. CONTRACTOR shall be responsible for all damage to any buildings and goods as a result of CONTRACTOR's moving services.
- 5.3.8 County requires that the successful CONTRACTOR maintain on site a full-time supervisor for each phase of a relocation project. The supervisor shall be the main contact between provider and the County. The County may designate a department point of contact for each different relocation project.
- 5.4 SAFETY AND HEALTH: CONTRACTOR agrees to comply with all conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended from time to time, and, if it has a work-place within the State of California, all applicable standards and regulations issued thereunder. CONTRACTOR certifies (CAL OSHA CCR T-8) that all items furnished and purchased under this order will conform to and complies with said standards and regulations.
- 5.5 RECORDS: CONTRACTOR shall retain all records relating to this contract for a period of three (3) years following the date of final payment, or completion of the contract. Any authorized representative of the County shall have access to and right to copy, examine, audit, excerpt, and transcribe all said records within a reasonable time of such request.
- 5.6 PLANNING ACTIVITIES:
- 5.6.1 CONTRACTOR shall attend coordination meetings with County staff, and other designated persons, for refining schedules, procedures, and resources. CONTRACTOR under guidance of a County representative, must tour each move origin and destination to be made aware of all relevant sites, building and occupant opportunities, limitations affecting the move prior to commencing any work.
- 5.6.2 CONTRACTOR shall perform a tour of the relocating move origin approximately two (2) weeks prior to each move event to assure that the County is aware of their responsibilities and that all move preparations are proceeding correctly.
- 5.6.3 CONTRACTOR shall be familiar with the conditions at the move origins and destinations prior to each move event so that the proper equipment, supplies and labor are provided for an orderly, timely, and efficient move of County property.
- 5.6.4 CONTRACTOR shall at its own cost and expense, obtain all necessary permits and comply with the requirements of the County of Monterey and other jurisdictions having authority over any move activity for the transportation of County property.
- 5.6.5 CONTRACTOR shall work closely with each move coordinator, Facilities and Construction Management, Information Systems Division, or designated County staff member responsible for sensitive equipment and property, to plan the method of packing and unpacking, and transport of those items.

5.7 MOVE ACTIVITIES:

- 5.7.1 CONTRACTOR, upon request, shall provide training to County staff on how to pack facility equipment, office supplies and other equipment. The training, if required by the County, shall take place prior to the first phase of each move.
- 5.7.2 CONTRACTOR shall supervise and coordinate CONTRACTOR(s) own staff at all times during the move(s).
- 5.7.3 CONTRACTOR shall, at its own cost and expense, install building protection at each destination (for floors, corners, doors, door jams, and painted surfaces), and at the origin as appropriate, in a manner acceptable to the move coordinator in advance of each move event. Such protections shall be removed at the conclusion of each move.
- 5.7.4 CONTRACTOR shall provide all care necessary for the move of sensitive equipment, personal computers, and other technical equipment and property to eliminate avoidable loss or breakage due to moving and relocation activities. All computers will be disconnected by the County and relocated by CONTRACTOR, ensuring minimum amount of downtime.
- 5.7.5 CONTRACTOR's personnel shall arrive on the scheduled day, at the designated time, and will relocate specific offices or work units as scheduled. All offices or work units picked up on a given day must be relocated and setup on that same day.
- 5.7.6 CONTRACTOR's personnel will work with a designated County representative for the proper placement of all relocated office equipment, furniture, equipment, computer equipment, files, and office supplies.
- 5.7.7 CONTRACTOR shall coordinate with all vendor representatives designated by the County for additional in-service meetings and calibrations relating to the relocation of furniture and equipment in temporary and permanent locations.

5.8 PACKING/UNPACKING:

- 5.8.1 CONTRACTOR shall place designated library and file/shelf areas into library or machine carts for transport to the destination and then place them back onto shelving or other equipment in proper designated order. Files, books, and other materials are to be placed in their new location for the morning following each move or at a reasonable alternate date acceptable to the move coordinator or designated County staff member.
- 5.8.2 CONTRACTOR shall assist in the packing of equipment, library, and file/shelf areas, as directed by the move coordinator or designated County staff member.
- 5.8.3 Freestanding furniture, chairs, bookcases, etc., varies by manufacturer. It is expected that CONTRACTOR will disassemble as required (i.e., desks with returns), pack, transport, and relocate all furniture.
- 5.8.4 CONTRACTOR shall provide required packing materials (cartons, newsprint, bubble wrap, etc.) when requested by the move coordinator, or designated County staff member, and redistribute used materials to later move phases as appropriate. Materials not reusable are to be disposed of by the CONTRACTOR in a manner acceptable to County.
- 5.8.5 CONTRACTOR shall clean up and dispose of all related debris off-site at its own cost and expense at the conclusion of each move.

- 5.9 CAPITAL EQUIPMENT PROPERTY ACCOUNTING IDENTIFICATION SERVICES: CONTRACTOR shall provide the necessary assistance to ascertain, record and inventory all office equipment, furniture, computer equipment, and supplies to be moved. This does not include personal employee items. CONTRACTOR will use established County property

accounting procedures during all move events. County will supply the CONTRACTOR with necessary procedures and tags as required.

5.10 TRANSPORT:

5.10.1 The interiors of all vehicles used for the moves will be thoroughly cleaned by CONTRACTOR prior to the beginning of each move event. All property must be moved in closed vans or trailers and locked during transit. During loading and unloading, all property shall be protected against inclement weather.

5.10.2 Each driver shall have all licenses and permits necessary for the transportation of property.

5.10.3 CONTRACTOR proposal shall indicate whether CONTRACTOR has the capability of transporting hazardous materials or will subcontract this requirement to another transportation company and if so, that company's name and qualifications.

5.10.4 CONTRACTOR shall use elevators in a manner sensitive to the continuing use of County activities. This may require a move to take place during evenings or as can be integrated with the daily operations of County facilities. There may be other materials and equipment in transit using elevators, corridors and loading areas for which CONTRACTOR has no obligation while performing its services.

5.11 SUB-CONTRACTING: County reserves the right to approve the selection of any subcontractor retained by CONTRACTOR, should CONTRACTOR desire to retain a subcontractor, for certain requested move related activities for which CONTRACTOR does not have the expertise or the staff to accomplish the required activity.

5.12 MISCELLANEOUS:

5.12.1 It is expected that CONTRACTOR will pack and transport all office equipment such as computers, peripherals, and typewriters, and set up in the relocated area. Computers will be packed by County but transported and received to each work location by CONTRACTOR.

5.12.2 The proposal must identify the address of the company from which the work will be performed and any additional information about its operation, organization, and/or history, which will distinguish it in our evaluation of the proposal received.

-- End of Exhibit A

EXHIBIT B PRICING SHEET
(As Provided with Proposal for RFP #10743)

Company Name: POULOS MOVING SYSTEMS, INC.

| ITEM | DESCRIPTION | UNIT PRICE | |
|------|------------------------------------|---|------------------|
| A-1 | Labor Costs (per hour, per person) | \$ <u>68⁰⁰</u> per hour per person | \$ _____ . _____ |
| A-2 | Truck Charge | \$ <u>40⁰⁰</u> per hour per truck. | \$ _____ . _____ |
| A-3 | Van Charge | \$ <u>40⁰⁰</u> per hour per van | \$ _____ . _____ |
| A-4 | Overtime Charge (Hourly) | \$ <u>102⁰⁰</u> per hour per person <u>60⁰⁰</u> per hour per truck | \$ _____ . _____ |
| A-5 | Minimum Charge | <u>4</u> hour minimum OR \$ <u>704⁰⁰</u> minimum | \$ _____ . _____ |

| MATERIALS | PRICE |
|--------------------------------|---|
| 2 PIECE file or Banker Boxes | \$ <u>3⁰⁰</u> |
| 1.5 cu carton | \$ <u>3⁰⁰</u> |
| 3.0 cu carton | \$ <u>4⁰⁰</u> |
| 4.5 cu carton | \$ <u>5⁰⁰</u> |
| 6.0 cu carton | \$ <u>6⁵⁰</u> |
| 5.0 cu (dish pack) carton | \$ <u>15⁰⁰</u> |
| Glass pack / Mirror carton | \$ <u>14⁰⁰</u> |
| Crating | \$ <u>1²⁵</u> per cart. - <u>1300⁰⁰</u> minimum |
| Machine or Library Cart Rental | \$ <u>5⁰⁰</u> per day per cart. |

-- End of Exhibit B --

**EXHIBIT C INCORPORATION OF RFP #10743 AND
STATEMENT OF PROPOSAL DOCUMENTS**

The County invited submittals for Request for Proposals (RFP) through RFP #10743, COUNTYWIDE MOVING & RELOCATION SERVICES. POULOS MOVING SYSTEMS, INC. submitted a responsive and responsible proposal to perform the services listed in RFP #10743.

RFP #10743 and the Proposal submitted by POULOS MOVING SYSTEMS, INC. is hereby incorporated into the Agreement by this reference.

-- End of Exhibit C --