



**MEMORANDUM**  
**OFFICE OF THE**  
**PLACER COUNTY CLERK – RECORDER –**  
**REGISTRAR OF VOTERS**

**TO:** Honorable Board of Supervisors  
**FROM:** Jim McCauley, Placer County Clerk–Recorder–Registrar of Voters  
**DATE:** December 11, 2007  
**SUBJECT:** **Approve Contract with Graebel Van Lines, Inc. in an Amount Not to Exceed \$175,411 for Election Drayage Services**

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**Recommendation**

Approve a contract with Graebel Van Lines, Inc. of West Sacramento, CA in an amount not to exceed \$175,411 for election drayage services associated with the three major elections scheduled for 2008.

**Background**

In order to conduct a successful election, an army of volunteers, paid staffers and contracted vendors must perform a considerable number of crucial duties. One vital task that must be accomplished is the delivery, set up and removal of certain polling place equipment by a qualified and proven drayage service.

The vendor performing drayage is asked to deliver and set up some of the heavier and more awkward supplies, such as voting booths, directional signs, disabled voter access ramps and 36" traffic cones at all 260+ Placer County polling places on the Monday before the election in question. The vendor is also responsible for removing all of this equipment from the polling places and returning it to our elections warehouse in Auburn on the Wednesday after the election. (A complete Scope of Services document for the 2008 election cycle may be found attached as Exhibit A of the Consultant Services Agreement.) The drayage vendor does not deliver, set up nor retrieve voting equipment, such as the optical scan and electronic touch screen units used in Placer County, nor ballots; these tasks are performed by poll inspectors.

Early in 2006, the Placer County Elections Division worked with Placer County Procurement to request bids for drayage services from qualified vendors. A bid was awarded for the June and November 2006 elections to a local company in the spring of that year. Unfortunately, upon the conclusion of the June 2006 Primary Election, a different vendor needed to be found to assist Placer County with equipment delivery. In the summer of 2006, the Placer County Elections Division selected Graebel Van Lines, Inc. of West Sacramento to handle drayage services for the November 2006 General Election. The Placer County Elections Division found this vendor to be very competent and looks forward to continuing the relationship into the 2008 election cycle during the February 2008 Presidential Primary Election, the June 2008 Direct Primary Election, and the November 2008 Presidential General Election.

**Fiscal Impact**

The recommended contract in the maximum amount of \$175,411 is based on a drayage charge per polling location and will be effective for all three of the major elections scheduled

for 2008. The Placer County Elections Division budgets sufficiently for these necessary expenditures and additionally, a portion of the costs could be reimbursed by local agencies holding elections that are combined with any of the County's three elections.

**Action Requested**

It is therefore recommended that your Board approve the following requested action:

Approve a contract with Graebel Van Lines, Inc. of West Sacramento, CA in an amount not to exceed \$175,411 for election drayage services associated with the three major elections scheduled for 2008.

Department staff will be available to discuss the recommended contract approval with your Board at the December 11, 2007 meeting.

**Attachment**

- Consultant Services Agreement (Contract) with Graebel Van Lines, Inc. for Election Drayage Services

**Administering Agency:** Placer County Elections Division  
**Contract No.** 2008-1  
**Contract Description:** Drayage Services FY 2008

### CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** is made at Auburn, California, as of August 29, 2007, by and between the County of Placer, ("County"), and Graebel Van Lines, Inc. ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A (Placer County Elections Quote Requirements, for Drayage Services FY 2008), Exhibit B (Request for Price Quote and Quotation Form), and Exhibit C (Payment for Services Rendered). Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit C. The payment specified in Exhibit C shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit C; or, if no manner be specified in Exhibit C, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. **The amount of the contract shall not exceed one hundred seventy-five thousand four hundred and eleven Dollars (\$175,411).**
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified herein, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A and Exhibit B shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Insurance:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

A. **Worker's Compensation And Employers Liability Insurance:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. **General Liability Insurance:**

- 1) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - One million dollars (\$1,000,000) each occurrence
  - One million dollars (\$1,000,000) aggregate
- 4) If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- One million dollars (\$1,000,000) General Aggregate

b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5) Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

a) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- One million dollars (\$1,000,000) General Aggregate

b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

D. Automobile Liability Insurance:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors & Omissions):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

10. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
- A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A and Exhibit B, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team

members. Contractor agrees that Rob Turnage shall be designated Contractor's Project Manager and John Carey shall be designated Contractor's Project Manager Alternate. Any proposed substitution of these managers must be agreed to in writing by the County prior to the event.

14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards set forth in Exhibit A and Exhibit B.
15. **Termination.**
- A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
  - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit C, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
16. **Non-Discrimination.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been

rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Elections Division  
Attn: Lisa Thomas, Elections Manager  
2956 Richardson Drive  
Auburn CA 95603

Phone: (530) 886-5669  
Fax: (530) 886-5682

CONSULTANT:

Graebel Van Lines, Inc.  
Attn: John Carey  
1760 Enterprise Blvd.  
West Sacramento CA 95691

Phone: (916) 617-2541  
Fax: (916) 617-2570

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.



## **EXHIBIT A SCOPE OF SERVICES**

### **Placer County Elections Quote Requirements Drayage Services FY 2008**

**\*Amended August 13, 2007 to a 60-minute window for delivery & pick-up to each polling place.**

#### **Three scheduled Elections:**

**February 5, 2008 Presidential Primary  
June 3, 2008 Statewide Primary  
November 4, 2008 Presidential General**

#### **Background**

The purpose of this request is to receive a quote from Graebel Van Lines (vendor), 1760 Enterprise Blvd., West Sacramento, CA 95691, to deliver and pick up polling place materials (also known as drayage services) for the three scheduled elections in the year 2008 listed above for the Placer County Elections Division (department). Graebel Van Lines performed drayage for the department in the last election that occurred in November of 2006.

Drayage services are to include staging election materials at elections warehouses the Saturday before each Election Day. Staging requires the vendor to pull all materials for precincts and load into appropriate truck for delivery to polling place. Prior to loading materials onto delivery truck(s), the vendor shall ensure that all materials have been pulled for delivery by checking against the reports provided by the county. The vendor shall deliver all the materials to all polling places over a period of one day, Monday before each Election Day. The equipment shall be picked up and returned to warehouses on the Wednesday after each Election Day, and shall be unloaded and materials placed back in the original location within each warehouse by the vendor.

The requirements are very specific, requesting a single billed drayage price per precinct that will apply to a number between 250 and 275 precincts. The exact number of precincts will be known prior to each election and will be provided in writing to the vendor. *The contract will not include the Tahoe area for drayage services, as the Elections Division currently delivers to those polling places.* There will be no price variation allowed for geographic areas, additional mileage or trucks utilized, and the per precinct price will apply to all three elections throughout the entire contract period.

## **Job Requirements**

Please provide a per precinct quote utilizing the job requirements below. There will be between 250-275 precincts (excluding Tahoe) and between 170-180 polling place locations for the three scheduled elections in 2008. The exact number of precincts and polling place locations will be provided in writing to the vendor prior to each election.

The vendor must provide trucks for delivery and pick-up. The department requires that back-up trucks be on "stand-by" in case a truck breaks down or a delivery route falls behind schedule (deliveries tardy more than 30 minutes past assigned delivery drop off time). The back-up trucks must be stationed no further than 50 miles from Auburn, Placer County in order to get routes and deliveries back on track in the most efficient manner. The vendor shall notify the department immediately if a delivery truck should break down or fall behind schedule. Based on past experience with this vendor in the last election in November of 2006, the department requests that additional trucks be added to reduce the number of deliveries/pick-up per route. Routes will need to be reduced to meet delivery times and additional trucks should assist in meeting this goal. The department also requires that a contact person or project manager be made available throughout the staging, delivery and pick up dates for immediate contact by the department in the event of problems.

## **Staging Equipment**

Staging of polling place equipment will be held on the Saturday prior to each Election Day and must be completed between the hours of 8:00 a.m. and 5:00 p.m. on said days. Trucks will be loaded and locked at this time and may be left overnight in a designated parking area until needed for delivery. The department contact is Tanna Greene-Warehouse Coordinator, (530) 886-5663 or (530) 886-5620. Back up department county contact is Linda Souza, Senior Supervisor Polls/Precincts (530) 886-5618 or (530) 886-5650. Department contacts are subject to change by written/faxed notification by department.

## **Delivery Requirements**

Delivery shall occur on the Monday prior to Election Day and shall be completed no later than 7:00 p.m. on that day. All deliveries must be made inside each polling place location and no equipment shall be left outside. The vendor must obtain the signature from the contact person (or his/her designee) receiving the election equipment. If the polling place is locked and the contact person (or his/her designee) is not able to receive the election materials from the vendor the vendor must contact the department immediately.

Deliver black ballot boxes and white corrugated plastic privacy screens, disabled-accessible and regular voting booths (includes assembly of voting booths), tables

and chairs, 12" and 36" orange plastic traffic cones, sandwich boards, threshold ramps, metal ramps, path matting and parking aisles. (Note: not all polling locations require all of these items to be delivered.) The department will provide to the vendor a report prior to each election that will identify what equipment needs to be delivered to each precinct.

The vendor must provide a draft delivery schedule with routes to the department no later than 50 days prior to each Election Day. The department shall have the opportunity to review the delivery/route schedules and discuss any issues/problems they may see with the vendor's schedule. The department has final approval of delivery and route schedules. The vendor shall return the final delivery and route schedule to the department no later than 22 days prior to each Election Day.

Confirmation from the polling place contact must be made by the vendor. Messages left by the vendor for the contact will not be accepted as a confirmation, as the contact may not receive the message. Verbal confirmation with the polling place contact must occur to avoid problems on the delivery and pick-up schedule.

The vendor shall not exceed a 60-minute window for delivery and pick-up to each polling place. Enough time must be scheduled for the truck drivers for the delivery and set-up of voting booths. If upon arrival at polling place the vendor is unable to deliver election materials, the vendor must contact the county department contact immediately. If for some reason the vendor is unable to meet the set schedule, the vendor must contact both the department contact and the polling place contact immediately.

As routes are completed the vendor must telephone the department to confirm delivery of all election materials. The vendor shall have verbal communication with the department no later than 7:00 p.m. on the Monday prior to each Election Day to advise that all deliveries/routes are completed.

The department requires that all drivers of the delivery trucks be provided with cell phones to facilitate contact with each driver. This will allow the department to maintain contact with drivers, and the ability to assist should any problems arise. The vendors shall provide the department with a list of the phone numbers for each driver no later than seven days prior to each Election Day.

### **Pick-up Requirements**

Pick-up of all election materials remaining at each polling location must occur on the day after each Election Day and be completed, at the latest, by 7:00 p.m. on that day. A final pick-up schedule must be delivered to the department no later than 22 days prior to each Election Day. The vendor must confirm pick-up times with the polling place contact. Verbal confirmation shall be made with the polling

place contact, as a message left by the vendor does not suffice as confirmation. The disabled-accessible and regular voting booths shall be disassembled at the polling location and put back together in the cases prior to delivery at the department's warehouse. As trucks return to the department's warehouse, they shall be unloaded by the vendor. Equipment shall be placed by the vendor in its original location in the warehouse. At no charge to the department, if vendor is unable to place equipment in proper location within the warehouse, the vendor must return the following day(s) until the task is completed no later than three days after each Election Day. The department recommends the vendor staff at least six people to perform the tasks at the warehouse.

Between three to five polling place locations will need election materials picked up and delivered to election warehouses on Election Night after the polls close at 8:00 p.m. (no earlier) by the vendor. These locations are within close proximity of each other in Sun City Lincoln and Roseville. The vendor will be notified of the specific locations prior to each election.

### **Additional Items to be Considered**

The vendor may request to meet with the department prior to submitting a quote for drayage services. The department can also provide a tour of the department's warehouse. Appointments can be made with Lena Platt at (530) 886-5675 or Lisa Thomas at (530) 886-5669.

Once the price quote has been received and reviewed from the vendor, the department will decide whether or not to accept the price bid or may enter into negotiations with the vendor. If the price bid is accepted by the department, a contract will need to be drafted and executed with the vendor, and then must be approved by the Board of Supervisors.

The vendor will be asked to meet with department's staff members prior to each election to review reports and receive any needed clarification of the logistics of the job. The department will also have the discretion to call further meetings if it sees a need to ensure a successful partnership.

### **Non-Performance**

In the event of non-performance, Placer County will bill the vendor for expenses incurred due to the non-performance of the vendor.

**Please respond to this quote not later than August 20, 2007 at 5:00PM.**

Thank you.



**COUNTY OF PLACER  
ADMINISTRATIVE SERVICES DEPARTMENT**

Procurement Services Division

2964 Richardson Drive

Auburn CA 95603

Phone: 530/889-7776 Fax: 530/889-4274

**REQUEST FOR PRICE QUOTE  
THIS IS NOT AN ORDER**

**RELEASE DATE:** August 2, 2007

**PRICE QUOTATION NUMBER:** 8-2-07

**TITLE:** County Elections Drayage Services

**DUE DATE:** August 20, 2007 not later than 5:00 PM

*Fax your quote to the number indicated below.*

For additional information regarding this request, contact:

**Buyer Name:** Lisa Thomas, Elections Manager

**Telephone:** (530) 886-5669

**Fax:** (530) 886-5682

**Email:** lkthomas@placer.ca.gov

This package includes the following documents:

- Quotation Form-Attach A
- Quote Requirements
- Draft Contractor Services Agreement
- \_\_\_\_\_

Type of Award:

- Fixed Contract (Purchase Order)
- Open-End Contract (Blanket Purchase Order) for the approximate period:

**Vendor shall complete the area below.**

The undersigned offers and agrees, if this offer is accepted within **90 calendar days** from the date of submittal, to furnish all of the items upon which prices are quoted, at the prices set forth in this quotation, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this request for price quote. In the event of a contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery or any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

**NAME OF FIRM:** Graebel

**Mailing Address:** 1760 Enterprise Blvd

**City/State/Zip:** West Sacramento, CA 95691

**Contact Person:** John Carey

**Telephone:** (916) 617-2541 **Fax:** (916) 617-2570

**By (signature):** [Signature]

**Title:** Branch Manager

**NO BID:**

**Reason:** \_\_\_\_\_

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**QUOTATION FORM**  
(to be completed by vendor)

**1.0 INTRODUCTION**

Placer County Elections is soliciting quotations from qualified firms to provide services related to elections, including drayage and set up of AccuVote ballot boxes, voting booths, HAVA equipment, new voting equipment as applicable, and orange cones on one day prior (Monday) to each Election Day, and disassembly and return of equipment the day after (Wednesday) each Election Day.

The successful organization shall be awarded a blanket purchase order for a 12-month period, from January 1, 2008 through December 31, 2008. Scheduled elections include the following:

- February 5, 2008, Presidential Primary
- June 3, 2008, Statewide Primary
- November 4, 2008, Presidential General

Between 250-275 precincts. Number of actual precincts finalized prior to each election.

**2.0 PRICING**

Unit cost per precinct in accordance with the terms and conditions listed below: \$ 212.62 

- A. Pricing shall be on a per precinct basis, to include pick up of materials at the Elections Division warehouse, and delivery to polling locations, over a period of one day prior to each Election Day as specified above, assembly, disassembly, return of materials to the warehouse the day after the election and equipment placed in its original location at the warehouse.
- B. Pricing offered shall be inclusive of all required services. Additive charges shall not be considered.
- C. Unit prices (price per precinct) shall be maximum for the contract period.
- D. Pricing per precinct shall remain fixed regardless of the number of precincts involved in any single election.
- E. Pricing offered shall apply to all precincts/polling locations; separate pricing per geographic area shall not be accepted.

**3.0 INVOICE TERMS**

Invoice Terms: \_\_\_\_\_ or \_\_\_\_\_ % discount if paid within \_\_\_\_\_ days;

OR Net payment due within 30 days

Refer to Section 20 of the General Terms and Conditions for the County's payment policy.

## EXHIBIT C

### PAYMENT FOR SERVICES RENDERED

Invoices are to be mailed to: Placer County Elections  
2956 Richardson Drive  
Auburn, CA 95603

All invoices must include the contract number. Failure to comply will result in delayed payments. Submit an original and one (1) copy of the invoice(s) to the invoice shown on the face of the order. The County will make payment on a Net 30-day basis unless a cash discount of one percent (1%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than fifteen (15) days. The payment term shall begin on the date the services are 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. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. LATE FEES: In accordance with Section 926-10 of the California Government Code, the County will pay interest at the rate of six percent (6%) per annum on invoices which are unpaid 61 or more days beyond the "beginning date" as defined above.

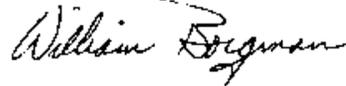
If Contractor fails to make prompt delivery of services as specified, the County has the right to provide or purchase such service(s) and to deduct from any monies due the Contractor.

**EXHIBIT D  
ADDENDUM NUMBER ONE**

Item C. Endorsements, Section (3). In respect to the language "materially changed." The County of Placer wants to be assured that there will be no lowering or changing the limits of liability as specified in the original contract.

Add paragraph No. 25: No Incidental and Consequential Damages. In no event shall either party be liable for any penalties, special, contingent, punitive, incidental, or consequential losses, damages, or expenses due to breach of warranty, breach of contract, or otherwise including, but not limited to, damages for delay in performance, for loss of use of the Cargo, for loss of revenue or profits, or for any other types of economic loss, or for claims of users of County's products or services for any such damages.

Graebel/Erickson, Movers, Inc.



William Borgman  
Vice President  
November 19, 2007

11-27-07  
Approved as to Form  
*Subm. only*  
Deputy County Counsel

