



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 10, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MARIA FRY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4583

SUBJECT: **AWARD NOTICE – Addendum #1 effective October 1, 2015**
CONTRACT NO. GSS12337-PRO_MOVING
PROFESSIONAL MOVING SERVICES

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a three (3) year period from October 1, 2012 through September 30, 2015. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through September 30, 2016.

3. VENDORS:

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Bayshore Transportation Systems, Inc.
dba Bayshore Office Moving
901 Dawson Dr.
Newark, DE 19713
Contact: David Kramer
Phone: 302-781-3426
Fax: 302-366-0138
Email: dkramer@bayshoreteam.com

FSF#0000024944

Hopkins & Sons, Inc.
1 Bellecor Dr.
New Castle, DE 19720
Contact: Mark A. Pitrizzi
Phone: 302-322-1017
Toll Free: 877-826-2838
Fax: 302-322-9911
Email: markp@hopkinsandsons.com
Or info@hopkinsandsons.com
FSF#0000024726

4. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid

5. PRICING:

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Prices will remain firm for the term of the initial contract. Vendor pricing can be found on the Award Notice Pricing Spreadsheet. Pricing for any additional items or services shall be provided by the vendor in their estimate.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. REQUIREMENTS, OFFICE MOVING:

1. Scope of Work and Proposals:

(a) The vendor(s) shall provide commercial moving services in accordance with the requirements defined in the Detail Specifications of the RFP.

Zone 1 - New Castle County – North of the C & D Canal

Zone 2 – New Castle County – South of the C & D Canal & Kent County

Zone 3 – Sussex County

(b) Mover shall provide all permits and pay all fees required to complete the move in a professional manner.

2. Packing:

(a) The Mover may be responsible for packing with the exception of desk contents.

(b) Each agency will be responsible for the packing and unpacking of all files, papers, books,

miscellaneous items and personal artwork, presently located in the offices and secretarial stations. The Mover will provide the necessary quantity of packing boxes for such a purpose. The Mover will be responsible for moving such boxes and equipment to the proper locations at destination.

- (c) The Mover shall be responsible for the moving of all electronic and general office equipment such as terminals, keyboards, printers, typewriters and fax machines. These items must be moved in equipment carts with adjustable shelves and must be shrink wrapped. The Mover will be responsible for crating and/or specialized packing as required, to the extent these services are not provided by the agency or applicable equipment maintenance vendors.

3. **Packing Boxes/Labels:**

- (a) The Mover will provide new packing boxes as required by the agency to designated locations by a date no less than two (2) weeks prior to the move. Mover shall indicate the amount of credit to agency for packing boxes returned in reasonable condition to the Mover. Colored pressure sensitive labels will be included with packing boxes.

4. **Manpower:**

- (a) The selected Mover must utilize only trained and experienced labor. The Mover must not utilize any labor obtained from a temporary employment agency, or any other source of temporary, untrained labor.

5. **Subcontracting:**

- (a) No part of the actual move is to be subcontracted.

6. **Identification:**

- (a) All employees of the Mover must be in a clean uniform shirt and be identifiable at all times. It is requested that the supervisors be distinguishable from the general labor.

7. **Protection:**

- (a) Covered vans with locking doors must be used at all times to ensure against damage and/or loss. The articles moved shall be packed, transported and handled in a careful manner so as to avoid damage.
- (b) The Mover shall take all steps necessary to avoid damage to property; this means to protect the carpet, walls and furniture. Clean, tempered masonite runners, corrugated cardboard, corner beads and other means of protecting floors, carpet, furniture, elevators, walls and doorways shall be used. Wheels on dollies must be of rubber composition and free of grease, tar and similar matter. The Mover will be required to provide continuous masonite along all paths of ingress and egress in the destination.
- (c) The Mover must abide by the building rules and regulations of both origin and destination. The Mover is solely responsible for any and all damages to the facilities and/or contents caused by the move. The Mover will confer with a designee at each location to work out the details for protection, building access, elevator service, hours of operation and all phases of the relocation.
- (d) All protective materials installed prior to the move must be removed immediately after the

- (e) The Mover will be required to provide protection for all materials and equipment moved. This may require the installation of temporary canopies at the sending and receiving locations where equipment and materials may be exposed to the weather when moved between the building and the moving van.

8. **Inventory:**

- (a) Items to be relocated will be identified in the Mover walk-through. Walk-through should be done prior to the start of the moving process.

9. **Supervision:**

- (a) Full time supervisors shall be furnished by the Mover at both the origin and destination points at all times during the entire move. Supervisors should be easily identified in comparison to the general labor.

10. **Spotting:**

All boxes and equipment must be positioned in accordance with the guidelines provided. Box placement cannot obstruct employee access to workspaces and must allow for an organized unpacking process. Equipment placements must facilitate an orderly reinstallation process. The Mover will be obligated to provide additional placement assistance on the move days to adjust any equipment, file or box placements.

11. **Insurance Coverage Required:**

- (a) The Mover selected must provide a Certificate of Insurance, stating that the Mover has workers' compensation coverage as required by the applicable statutes.
- (b) The Mover's must have carriers liability insurance and also must provide for full replacement cost of any damaged or lost articles.
- (c) The Mover will carry all risk transportation insurance to cover Mover and the State of Delaware as insured for loss or damage to the State of Delaware property during the packing, transportation and unpacking. The Mover shall specify the amount of this insurance provided as part of the quotation.

12. **Damages:**

- (a) Damage shall be promptly reported. The Mover will be held responsible for, and be required to make good at his own expense, any and all damage done or caused by him or his workmen in the execution of the contract including, but not limited to repairs, replacement, cleaning and restoration to the satisfaction of the Agency.
- (b) The Mover and an agency designee will assess damages to Buildings within 24 hours prior to the move and again within 24 hours prior to the move and again within 48 hours after the move has been completed in its entirety. The Mover and designee will assess damages to the existing space within 48 hours after the move is completed. Assessment of equipment damage must occur within 72 hours after the equipment has been installed and operating at the new location.

13. Additional Requirements:

- (c) The agency will make every effort to assist the Mover in arranging, at origin and destination, the logistics of access to designated freight elevators, passenger elevators and loading areas during the relocation process, consistent with the building rules and regulations.
- (d) The Mover will be responsible for the disassembling, move and reassembling of designated shelving located within the origin sites and identified in the walk-through.
- (e) The Mover will be responsible for the packing of the art work located in the offices, except for personal artwork which will be the responsibility of the owner.
- (f) The Mover will be responsible for the take down, move and reinstallation of all wall mounted marker boards, if requested.

14. Equipment:

- (a) Electronic equipment carts, library carts, and wooden bins. All equipment must be in good condition.
- (b) Total fleet by vehicle type and size making a note of climate control and air ride trucks; these will be necessary for certain phases.
- (c) A list of specialized equipment that may provide a labor cost savings and minimize damage to property and equipment.

ADDITIONAL TERMS AND CONDITIONS (CONT)

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS12337-PRO_MOVING on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.