STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 18, 2022

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

FROM: BRITTANY TRIBBITT
STATE CONTRACT PROCUREMENT OFFICER II
(302) 857-4584

SUBJECT: **AWARD NOTICE – ADDENDUM #3 (Effective October 1, 2024)**
CONTRACT NO. GSS22337-PRO_MOVING
PROFESSIONAL MOVING SERVICES

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OF
KEY CONTRACT INFORMATION

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OFFICE OF management + budget
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Award Notice Addendum #3
Contract No. GSS22337-PRO_MOVING

This contract has been multiple awarded. State Agencies should review all contract documents associated with the award prior to contacting any of the vendors.

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 two (2) year period from October 1, 2022 through September 30, 2024. Each contract may be renewed for three (3) 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. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Addendum #1 - Updates the vendors email address for Delaware Moving and Storage.
Addendum #2 - Adds voting machines to contract.

Addendum #3 – Extends the contract one year, through September 30, 2025, under the same terms, conditions, and pricing.

3. VENDORS

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~~GSS22337-PRO_MOVINGV01~~ ~~**Bayshore Transportation**~~ ~~901 Dawson Drive~~ ~~Newark, DE 19713~~ ~~POC: Bobby Vandenbraak~~ ~~PH: 302-690-1728~~ ~~EM: bobbyv@bayshoreteam.com~~ ~~**MULTI AWARD CONTRACT:**~~ ~~**ALL ZONES**~~ **Bayshore Transportation contract expires October 1, 2024**	GSS22337-PRO_MOVINGV02 **Delaware Moving & Storage** 214 Bear-Christiana Road Bear, DE 19701 POC: JD Hopkins PH: 302-322-0311 (110) EM: jd@delawaremovingandstorage.com **MULTI AWARD CONTRACT:** **ALL ZONES** **VOTING MACHINES**
GSS22337-PRO_MOVINGV03 **Elate Moving LLC** 305 Broadway, FL7 New York, NY 10007 POC: Kevin Britt PH: 212-920-4450 EM: sales@elatemoving.com	GSS22337-PRO_MOVINGV04 **Hopkins and Sons Inc.** 1 Bellecor Drive New Castle, DE 19720 POC: Mark Pitrizzi PH: 302-276-7463 EM: markp@hopkinsandsons.com

MULTI AWARD CONTRACT: ALL ZONES	MULTI AWARD CONTRACT: ALL ZONES VOTING MACHINES
GSS22337-PRO_MOVINGV05 **Simonik Transportation & Warehousing Group LLC** **220 Route 70, Unit B** **Medford, NJ 08055** POC: George Sanders PH: 856-234-1068 EM: gsanders@simonikallied.com **MULTI AWARD CONTRACT:** **ZONE 1 ONLY**	

4. PRICING

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Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet for vendor rates.
Price Sheet Addendum #2 – Updates vendor information.

ADDITIONAL TERMS AND CONDITIONS

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5. 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.

6. 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.

7. 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.

8. 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.

9. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **GSS22337-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.

10. 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.

11. 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.

12. 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.

13. 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. https://mymarketplace.delaware.gov/documents/car.pdf.

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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A. GENERAL

The vendor(s) shall provide commercial moving services in accordance with the requirements outlined in this solicitation. Moves may be within the same building or to a different building anywhere within the State.

B. CUSTOMER SERVICE

The vendor(s) should provide each of the State and the Contract Users a single, local point of contact (and a backup) to handle quote requests, questions, move scheduling, or problems that may arise. At least one Customer Service Representative must be available during vendor's operating hours. Representatives should be available by phone, fax, or email (local or 800 number preferred).

C. ZONES

For the purposes of this contract, the State shall be divided into three Zones.

- 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

D. MANPOWER

No part of the actual move is to be subcontracted.

The vendor must utilize only trained and experienced labor. The vendor must not utilize any labor obtained from a temporary employment agency, or any other source of temporary, untrained labor.

All employees of the vendor must be in a clean shirt uniform and identifiable at all times. It is requested that the Supervisors be distinguishable from the general labor.

Full time Supervisors shall be furnished by the vendor at both the origin and destination points at all times during the entire move.

E. QUOTES

VENDOR RESPONSIBILITY

- The vendor will be responsible for all permits and pay all fees required to complete the move in a professional manner.
- The vendor will provide a detailed quote identifying all applicable fees.
  - Quote shall include a not to exceed threshold for contingency needs that arise during the move.
  - Quote shall include a detailed timeline; to include but not limited to: delivery of supplies, staging and packing, move, and delivery, unpacking and final walk through.
  - Quote shall include a copy of notes from the walk-through.
  - The State reserves the right to obtain moving supplies, associated with self-packing, from other available State contracts.

STATE RESPONSIBILITY

- Agency shall provide sufficient information to the vendor(s) regarding the origin and destination sites, anticipated move date(s), and understanding of items to be moved.
- Agency shall identify a lead point of contact who will be overseeing the move. This contact shall be the only one authorized to make changes to the move plan agreed upon.

MUTUAL RESPONSIBILITY

- A walk-through shall be done prior to the start of the moving process that includes both the origin and destination sites. Items to be relocated will be identified during the walk-through.
- The vendor may invoice the State for moves quoted. The State requests the quote fee be credited towards the total cost of the move, should the agency proceed with the move, using quoting vendor.
- Agency and vendor will mutually agree on final quote and timeline no less than 48 hours prior to move. Changes to move specifications must be communicated and accepted in writing. Changes to move specifications may alter the total cost of the move.

F. SUPPLIES

The vendor 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. Vendor 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.

G. PACKING

VENDOR RESPONSIBILITY

- The vendor may be responsible for packing, with the exception of desk contents.
- The vendor will provide the necessary quantity of packing boxes for Agency self-packing.
- The vendor will be responsible for crating and/or specialized packing as required, for all electronic and general office equipment such as terminals, keyboards, printers, typewriters and fax machines, to the extent these services are not provided by the agency or applicable equipment maintenance vendors.
- The vendor will be responsible for the disassembling, move and reassembling of designated furniture located within the origin sites and identified in the walk-through.
- The vendor will be responsible for packing of the artwork located in the offices, except for personal artwork which will be the responsibility of the owner.
- The vendor will be responsible for the take down, move and reinstallation of all wall mounted marker boards, if requested.

STATE RESPONSIBILITY

- 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.
- Agency reserves the right to utilize other contractors or Agency staff to perform assembly of furniture that is being reconfigured.

H. MOVE

VENDOR RESPONSIBILITY

- The vendor will be responsible for moving both vendor and agency packed boxes and equipment to the proper locations at destination.
- The vendor will 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 shrink wrap.
- The vendor shall promptly report all damages. The vendor shall 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.
- The vendor shall ensure all boxes and equipment are positioned in accordance with the guidelines provided. Box placement cannot obstruct employee access wot workspaces and must allow for an organized unpacking process. Equipment placement must facilitate an orderly reinstallation process. The vendor will be obligated to provide additional placement assistance on the move days to adjust any equipment, file, or box placements.

STATE RESPONSIBILITY

- The agency will make every effort to assist the vendor 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.

I. PROTECTION AGAINST DAMAGE

- 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.
- The vendor 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.
- The vendor must abide by the building rules and regulations of both origin and destination. The vendor is solely responsible for any and all damages to the facilities and/or contents caused by the move. The vendor 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.
- All protective materials installed prior to the move must be removed immediately after the move is completed.
- The vendor 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.
- The vendor 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 vendor and agency 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. The vendor shall 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.

VOTING MACHINES

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RESPONSIBILITIES OF THE DEPARTMENT:

Provide the selected Vendor(s) a list of polling location addresses and contact information at least thirty (30) days before elections. It should be noted that circumstances beyond the Department's control may result in either a modification or addition to the list provided.

Provide the Vendor(s) a list of the machines and electronic polls books by the dedicated warehouse number. The correct amount and type of signs, displays, and cases to be delivered to each building. This list will be made available at least three weeks before an election, or on a date to be provided by the Department on an election-by-election basis.

Have the machines, cases, and signs available for pickup at the Department's warehouse from 7 a.m. until 3 p.m. the Thursday and Friday before an election or on a date to be provided on an election-by-election basis.

Have the electronic poll books available for pickup at the Department's warehouse from 7 a.m. until 3 p.m. the Monday before and election or on a date to be provided on an election-by-election basis.

RESPONSIBILITIES OF THE VENDOR(S):

Note: Similar or additional information in this regard may be added to this Scope of Work at a later date.

Assign a single point of contact and back-up for use by the Department with the person's correct work, home, and mobile numbers.

Coordinate pick-up and delivery of the voting equipment and electronic poll books with the Department's warehouse staff at least three (3) weeks before the election. This includes the order in which the machines are to be loaded onto the vendor's trucks.

Contact each polling place using the information provided by the Department to schedule delivery and pickup of the equipment. Some polling places are not open every day, and some are only open for certain hours.

Have trucks and crews available to correct delivery errors on the day before and the day of an election.

Deliver voting equipment to their designated polling places no later than 2:00 p.m. the Monday before an election or on a date to be provided by the Department on an election-by-election basis. Each machine is labeled with the name of the location to which it is to be delivered.

On the form provided by the Department, record the name of the person(s) receiving the voting equipment and the location where the equipment is stored within the building.

Return the machines and poll books to their proper places in the Department's warehouse no later than the day following an election or on a date to be provided by the Department on an election-by-election basis.

Reimburse the Department for any damage to the machines that occurred while in the vendor's custody.

Use appropriately sized trucks for delivering machines to locations in the City of Wilmington and to other locations with narrow streets.

STANDARDS FOR HANDLING AND TRANSPORTING VOTING MACHINES:

Within one (1) hour of occurrence, report any problems with delivering machines and signs to the Department's warehouse staff to include (but not limited to) a machine being dropped or other occurrence where it is reasonable to assume both visible and/or internal damage to a machine may have occurred.

The selected Vendor must utilize only trained and experienced labor. The Vendor must not utilize any labor obtained from a temporary employment agency, or any other source of temporary, untrained labor. All employees of the Vendor must be in a clean, identifiable uniform while on site. It is requested that the supervisors be distinguishable from the general labor.

All voting machines must be rolled by hand, utilizing the silver handle on each side of the machine. The use of a hand truck or any other type of dolly is **NOT** allowed because they may damage the voting machines.

The voting machine weighs about 300 lbs. And **MUST** be transported and handled with care. A closed voting machine measures 46" wide, 25" deep and stands 55" high.

Voting machines must be transported in an enclosed vehicle with ETrack style rails and a lift gate or solid ramp (no rollers), that is at least thirty (30) inches in width. Pickup trucks and open trailers **cannot** be used.

Voting machines **SHALL NOT** be lifted off trucks but must be lowered to the ground using a lift gate or rolled down an appropriately size ramp.

Depending on the size of the truck, every load of machines **MUST** be strapped using straps designed for the ETrack. This **DOES NOT** include bungee type cords. Voting machines **MUST** be transported in the upright position. They cannot be stacked on top of one another when being transported.

Corner guards must be used on the last voting machine loaded on the end of the truck before they are strapped in. This is strictly for additional protection of the machines during transport.

Covered vehicles 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 to avoid damage.

DELIVERY AND PICKUP:

New Castle County Department of Elections Warehouse
220 Lisa Drive
New Castle, Delaware 19720-4185
Contact: Drew Brooks
Phone: 302-561-6038
E-mail: drew.brooks@delaware.gov

Kent County Department of Elections Warehouse
100 Enterprise Place Suite 5
Dover, DE 19904
Contact: Doris Reed-Young
Phone: 302-739-4498
E-mail: doris.young@delaware.gov

Sussex County Department of Elections Warehouse
200 Allen Street
Seaford, DE 19973